

**SERIAL 05187 IGA PARATRANSIT BUSES (GLENDALE #04-15) (NIGP 07033)**

**DATE OF LAST REVISION: November 09, 2005 CONTRACT END DATE: July 31, 2006**

**CONTRACT PERIOD BEGINNING NOVEMBER 04, 2005  
ENDING JULY 25, 2006**

TO: All Departments

FROM: Department of Materials Management

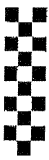
SUBJECT: Contract for **PARATRANSIT BUSES (GLENDALE #04-15) (NIGP 07033)**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Glendale Contract #04-15. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:

[http://www.maricopa.gov/materials/Awarded\\_Contracts/search.asp](http://www.maricopa.gov/materials/Awarded_Contracts/search.asp).

**Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use Commodity Code(s) C231004, B0604342**

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).



**Contract Amendment No. One**  
**IFB 04-15**  
**Paratransit Buses**

CITY OF GLENDALE  
Materials Management  
6829 N. 58<sup>th</sup> Dr., Suite 202  
Glendale, Arizona 85301

In accordance with the Special Terms and Conditions, the above referenced contract is amended as follows:

The option to extend the term of the agreement is exercised this 20th, day of May 2005. The term of the contract is hereby extended from July 26, 2005 through July 25, 2006, unless terminated, canceled or extended as provided within the contract. All other provisions of the contract shall remain in their entirety.

All other provisions of the solicitation shall remain the same.

Please fax the signed Amendment to the Buyer by May 26, 2005 at (623) 915-2694.

In witness whereof, the parties hereto have executed this Amendment to be effective the date first written above.

By: Helga Simpson, Buyer, City of Glendale, 623-930-2864.

**ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.**

Contractor hereby acknowledges receipt of and agreement with the addendum. A signed copy must be filled with the Glendale Materials Management Office. Please provide current information if address has changed.

Arizona Bus Sales Corp.  
Contact: Paul Miller  
Phone: 602437-2255  
Fax: 602-437-2758

5-23-05

Signature

Date

Dale A Contreras GENERAL MANAGER

Typed/Printed Name and Title

## 1.1 SOLICITATION

### 1.1.1 SOLICITATION DATA

#### 1.1.1.1 PROCURING AGENCY AND CONTRACTING OFFICER

Invitation for Bids (IFB) No:	<u>04-15</u>	
Due Date:	<u>May 11, 2004</u>	
Procuring Agency:		
	<u>City of Glendale</u>	
	Name	
	<u>6829 N 58<sup>th</sup> Dr STE 202, Glendale AZ 85301</u>	
	Address	
	<u>William E Brewer</u>	
	Contracting Officer	
Telephone No.:	<u>623-930-2866</u>	Fax No.: <u>623-915-2694</u>

#### 1.1.1.2 SCOPE

Procuring Agency requests proposals for the manufacture and delivery of transit buses/spare parts in accordance with the terms and conditions set forth below. The Contract shall be a firm-fixed price Contract.

#### 1.1.1.3 SOLICITATION SCHEDULE

The following is the solicitation schedule for Offerors:

Offeror Communications and Requests	Sec. 1.1.2.2	due at least <u>(fifteen days)</u> before
		bid due date
Bid Due Date	Sec. 1.1.3.1	<u>May 11, 2004, 2:00 PM MST</u>

### 1.1.2 PRE-BID

#### 1.1.2.1 BID POSTPONEMENT AND ADDENDA

The Procuring Agency reserves the right to revise or amend the specifications up to the time set for opening the bids. Such revisions and amendments, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective Offerors. If the revisions and amendments require changes in quantities or prices bid, or both, the date set for opening bids may be

postponed by such number of days as in the opinion of the Procuring Agency shall enable Offerors to revise their bids. In any case, bid opening shall be at least five working days after the last addendum, and the addenda shall include an announcement of the new date, if applicable, for opening bids.

#### **1.1.2.2 OFFEROR COMMUNICATIONS AND REQUESTS**

All correspondence, communication and/or contact in regard to any aspect of this solicitation or Offers shall be with the Contracting Officer identified in "Procuring Agency and Contracting Officer" (Section 1.1.1.1) above, or his/her designated representative. Offerors and their representatives shall not make any contact with or communicate with any members of the Procuring Agency, or its employees and consultants, other than the Contracting Officer in regard to any aspect of this solicitation or Offers.

At any time during this procurement up to the time specified in "Solicitation Schedule" (Section 1.1.1.3), Offerors may request, in writing, a clarification or interpretation of any aspect, or a change to any requirement of the solicitation or any addenda to the solicitation. Requests may include suggested substitutes for specified items and for any brand names which whenever used in this solicitation shall mean the brand name or approved equal. Such written requests shall be made to the Contracting Officer and may be transmitted by facsimile. The Offeror making the request shall be responsible for its proper delivery to the Procuring Agency per "Procuring Agency and Contracting Officer" (Section 1.1.1.1) on the form provided in "Request for Change or Approved Equal" (Section 1.1.6.1). The Procuring Agency will not respond to oral requests except those made at any pre-bid conference, which shall be tentative responses. Any oral response at a pre-bid conference which is not confirmed by an addendum shall not be official or binding on the Procuring Agency. Any request for a change to any requirement of the Contract documents must be fully supported with technical data, test results, or other pertinent information evidencing that the exception will result in a condition equal to or better than that required by the RFP, without substantial increase in cost or time requirements. Any responses to such written requests shall be provided by the Procuring Agency in the form of addenda only. Only written responses provided as addenda shall be official and all other forms of communication with any officer, employee or agent of the Procuring Agency shall not be binding on the Procuring Agency.

If it should appear to a prospective Offeror that the performance of the Work under the Contract, or any of the matters relating thereto, is not sufficiently described or explained in the solicitation or Contract documents, or that any conflict or discrepancy exists between different parts thereof or with any federal, state, local or Procuring Agency law, ordinance, rule, regulation, or other standard or requirement, then the Offeror shall submit a written request for clarification to the Procuring Agency within the time period specified above.

#### **1.1.2.3 BID WITHDRAWAL**

After the bids are opened, bids may not be withdrawn during the period specified in "Due Date," (Section 1.1.3.2). Prior to the date/time set for bid opening, however, bids may be modified or withdrawn by the Offeror's authorized representative in person, or by written or facsimile notice. If bids are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the bid. Written or facsimile notices shall be received in the office designated in "Procuring Agency and Contracting Officer" (Section 1.1.1.1) no later than the exact Due Date and time.

### 1.1.3 BID REQUIREMENTS

#### 1.1.3.1 BID PREPARATION

Each Offer shall be made only on this Solicitation, Offer and Award form which shall be enclosed in a sealed envelope with the name and address of the Offeror clearly stated, and SOLICITATION NUMBER marked on the outside. All blank spaces in the Offer must be filled in and no changes shall be made in the wording.

#### 1.1.3.2 DUE DATE

Sealed bids in original, **one** copy **AND** one complete electronic copy on a CD ROM (see instructions below) will be received at the address shown in "Procuring Agency and Contracting Officer" (Section 1.1.1.1) until the time specified in "Solicitation Schedule," (Section 1.1.1.3). Bids shall be valid for a period of 90 days.

**CD ROM Instructions:** *One CD-ROM containing the entire solicitation, contractor's response to solicitation (Offer) and an originally signed "Offer Sheet". Electronic response to the solicitation shall be in MS Word, Excel, Powerpoint and/or PDF format. Offers submitted in a format different than specified herein, may be rejected at the discretion of the City. If the offeror does not have this capability, companies such as Kinkos or Alphagraphics can provide this service at a nominal charge.*

The offeror shall complete all sections of the solicitation in the format given (ie Offer Sheet, Price Sheet, Questionnaires) in the space provided. If additional space is needed than what is given, enter "See Attachment A for detail".

#### 1.1.3.3 PRICING SCHEDULE

The Offeror is required to complete and execute the Pricing Schedule of Forms (Section 1.1.5.9), and provide same in the bid. The Contractor shall be liable for payment of all local taxes applicable to the complete bus as delivered and should add these amounts to the Offer price. The Procuring Agency shall furnish to all prospective Offerors a list of applicable state and local taxes imposed by the Procuring Agency's state or local governments. The Procuring Agency shall be liable for any such state and local taxes applicable to the complete bus as delivered that are promulgated and become effective between the Due Date and the delivery date.

#### 1.1.3.4 DBE CERTIFICATION

Pursuant to Title 49, Code of Federal Regulations, part 23.67, a bidder, as a condition of being authorized to bid this procurement, must certify by completing "DBE APPROVAL CERTIFICATION" (Section 1.1.3.5), that it has on file with the Federal Transportation Administration (FTA) an approved or not disapproved annual Disadvantaged Business Enterprise (DBE) subcontracting participation goal.

#### 1.1.4 1.1.4 BID OPENING AND RESPONSE

##### 1.1.4.1 PUBLIC BID OPENING

Bids shall be publicly opened at the time set for opening in this solicitation. Their content, excluding documents marked proprietary, shall be made public for the information of Offerors and others interested, who may be present either in person or by representatives.

##### 1.1.4.2 QUALIFICATIONS FOR AWARD

Award of this Contract shall be made to the Offeror or Offerors quoting the lowest total price for each type of bus. The City reserves the right to split the award for each type of bus. For purposes of award, buses under 24' in length are considered one type of bus, and buses over 24' the second type of bus. The Offeror must have:

1. *Offeror's financial statements prepared in accordance with United States Generally Accepted Accounting Principles (GAAP) and audited by an independent certified public accountant authorized to practice in the jurisdiction of either the Procuring Agency or the Offeror (NOTE: Procuring Agency to determine any minimum requirements for equity, working capital, debt, etc. For example where it would be possible to establish some minimum numerical values for equity, debt to assets ratio, etc. as a screening mechanism, this should be done on an approximate basis to avoid having to rule out an otherwise viable Offeror which is just below a rigid minimum. Whatever measures are established should be consistent with what the financial strength needs are for the project. Here it is only important to determine if the Offeror will have sufficient financial strength to pay its bills on time, fund the cash flow, and meet obligations to subcontractors. The evaluation of financial strength should take into account the Offerors other contractual commitments)*
2. Engineering, management and service organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment to complete the Contract as required and satisfy any engineering or service problems that may arise during the warranty period.
3. Adequate manufacturing facilities sufficient to produce and factory-test equipment on schedule.
4. A spare parts procurement and distribution system sufficient to support equipment maintenance without delays and a service organization with skills, experience, and equipment sufficient to perform all warranty and on-site work.
5. Evidence that Offeror is qualified in accordance with Part 3: Quality Assurance Provisions.
6. Evidence of satisfactory performance and integrity on contracts in making deliveries on time, meeting specifications and warranty provisions, parts availability, and steps Offeror took to resolve any judgments, liens, fleet defects history, and warranty claims. Evidence shall be by client reference.

The Procuring Agency shall have the right to conduct a pre-award survey of each Offeror.

#### **1.1.4.3 SINGLE BID RESPONSE**

If only one bid is received in response to the invitation for bids, a detailed cost proposal may be requested of the single Offeror. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

#### **1.1.4.4 AWARD PROCEDURE**

Award will be made upon approval by the City Council.

#### **1.1.4.5 BID REJECTION**

The Procuring Agency reserves the right to waive any minor bid informalities or irregularities received which do not go to the heart of the bid or prejudice other Offerors, or to reject, for good and compelling reasons, any and all bids submitted. Conditional bids, or those which take exception to the specifications, will be considered non-responsive and will be rejected.

#### **1.1.4.6 CONFIDENTIAL INFORMATION**

NOTE: The following provision should be considered as a guideline for drafting a clause which is consistent with local laws.

Access to government records is governed by the Ordinances of the City of Glendale. Except as otherwise required by the Ordinances of the City of Glendale, the Procuring Agency will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the bid. Any such proprietary information, trade secrets or confidential commercial and financial information which an Offeror believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

(a)

The Offeror may submit proprietary information, trade secrets or confidential commercial and financial information, which an Offeror believes should be exempted from disclosure, in a separate volume specifically identified and marked as such as an appendix to the bid.

Upon a request for records from a third party regarding this bid the Procuring Agency will notify in writing the party involved. The party involved must respond within 20 (twenty) calendar days with the identification of any and all "proprietary, trade secret, or confidential commercial or financial" information and the party involved will indemnify the Procuring Agency's defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.

The Procuring Agency shall employ sound business practices no less diligent than those used for the Procuring Agency's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Offerors and the Contractor pursuant to the Contract which contain confidential commercial or financial information, trade secrets or proprietary information as defined in or

pursuant to the (city state or local law) against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by the Procuring Agency in its sole discretion, bears appropriate notices relating to its confidential character.

#### 1.1.4.7 PROTESTS

Any protests by an interested party regarding this procurement shall be made in accordance with Ordinances of the City of Glendale. After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration (FTA) of the U.S. Department of Transportation pursuant to the procedures provided in FTA C 4220.1D. Alleged violations of certain federal requirements provide a separate complaint procedure. See, for example, Buy America Requirements, 49 CFR 661 (Section 661.15) and Participation by Disadvantaged Business Enterprise in Department of Transportation Programs, 49 CFR 23 (Section 23.73).

Protest procedures are as follows:

- A. The City's Materials Manager shall have the authority to resolve bid protests. The decision of the City's Materials Manager shall be final.
- B. Any interested party may protest a solicitation issued by the City, or the proposed award or the award of a City contract.
- C. Content of protest. The protest shall be in writing and shall include the following information:
  1. The name, address and telephone number of the protester;
  2. The signature of the protester or its representative;
  3. Identification of the solicitation, description and contract number;
  4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
  5. The form of relief requested.
6. Protests concerning improprieties in a solicitation
  - A. Protests based upon alleged improprieties in a solicitation that are apparent before the bid opening shall be filed before bid opening. Protests based upon alleged improprieties in a solicitation that are apparent before the closing date for receipt of initial proposals shall be filed before the closing date for receipt of initial proposals.
  - B. In procurements requesting proposals, protests concerning improprieties that do not exist in the initial solicitation but that are subsequently incorporated into the solicitation shall be filed by the next closing date for receipt of proposals following the incorporation.

- D. In cases other than those covered in subsection (1.4) of this procedure, protests shall be filed within ten working days after the protester knows or should have known the basis of the protest, whichever is earlier.
- E. The protest shall be filed with the City's Materials Manager within the timeframes and with the contents noted above.
- F. Response to the Protest will be given by the City's Materials Manager within 10 working days of the file date of the protest.
- G. Request for reconsideration shall be filed with the City's Materials Manager within 5 working days of the response to the protest. Response to the reconsideration will be given by the City's Materials Manager within 5 working days of the file date of the request for reconsideration.
- H. The City's Materials Manager will respond in detail to each substantive issue raised in the protest.
- I. If the protester shows good cause, the City's Materials Manager may consider or reconsider any protest.
- J. The City's Materials Manager shall immediately give notice of the protest to the FTA.
- K. The FTA will only entertain a protest that alleges that the City failed to follow their protest procedures. Protests filed with the FTA shall be filed in accordance with FTA Circular 4220.1D.

NOTE: If a protest is filed before the award of a contract or before performance of a contract has begun, the award may be made or contract performance may proceed, unless the City's Materials Manager stays the contract award or performance on determining in writing that there is a reasonable probability that the protest will be sustained or that a stay is not contrary to the best interests of the City.

Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.

### 1.1.5.2 ACKNOWLEDGMENT OF ADDENDA


The following form shall be completed and included in the bid.

Failure to acknowledge receipt of all addenda may cause the bid to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

### ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No.	<u>One (1)</u>	, Dated	<u>May 4, 2004</u>
Addendum No.	<u>                    </u>	, Dated	<u>                    </u>
Addendum No.	<u>                    </u>	, Dated	<u>                    </u>
Addendum No.	<u>                    </u>	, Dated	<u>                    </u>

Offeror:	<u>Arizona Bus Sales Corporation</u>
	Name
	<u>3639 E. Superior Ave.</u>
	Street Address
	<u>Phoenix, AZ. 85040</u>
	City, State, Zip
	
	Signature of Authorized Signer
	<u>President</u>
	Title
	<u>(602) 437-2255</u>
	Phone



# Solicitation Addendum One (1)

## IFB 04-15

### Paratransit Buses

CITY OF GLENDALE  
Materials Management  
6829 North 58th Drive, Suite 202  
Glendale, Arizona 85301-2599

A copy of this Addendum, must be received by Materials Management on or before the Offer Due Date and time. Complete Page 12, Acknowledgement of Addenda of Solicitation and return with offer. This solicitation is amended as follows: (This addendum takes precedence over previous documents when conflict arises.)

1. Pg 1 and Pg. 4, Paragraph 1.1.1.1 Procuring Agency and Contracting Officer and Paragraph 1.1.1.3 Solicitation Schedule: **Revise** "Due Date is May 18, 2004, 2.00 PM MST"
2. Pg. 19, Paragraph 1.1.5.10 OPTIONS: **Replace entire paragraph with:** "It is the City's intent at this time to purchase a minimum of (3) 12-passenger, (1) 16-passenger and (2) 33-passenger buses that comply with IFB specifications, with an option to purchase up to an additional 25 buses within the next five years that comply with the specifications. The City may purchase additional quantities of each item up to and including 100% of additional the 25 buses conforming to the specifications for a total of 50 buses."
3. Pg. 19, Paragraph 1.1.5.11 CONTRACT ASSIGNABILITY: **Replace entire paragraph with:** "The bidder agrees that the contract that results from this Invitation for Bid is an assignable contract. This contract provides for the assignment of all or part of the specified deliverables originally advertised complete, evaluated and awarded. This includes the base and option quantities".
4. Pg. 20, Pricing Schedule: **Revise Item 2 as follows** "2 EA 1 16 passenger/6 passenger and 4 W/C bus (NTE 25' in length)"
5. Pg. 35, Paragraph 2.5.3 DOCUMENTS: **Replace entire FIRST sentence with:** "For each bus model type, the Contractor shall provide 3 current maintenance manual(s), 3 current parts manual(s), and 3 standard operator's manual(s) as part of this Contract".
6. Pg. 38, Paragraph 2.7.2 PERFORMANCE BOND: **Replace entire FIRST paragraph with:** "The Contractor shall furnish at its own expense performance security in the form of a cashier's check, or a performance bond, from a surety duly licensed to do business in the state of Arizona, having a financial rating from A. M. Best Company of "A VIII" or better, in the amount of 10 percent of the full amount of the Contract. The bond shall cover all of Contractor's obligations under the Contract except for the warranty and shall remain in force until said obligations have been fulfilled. Performance surety shall be submitted by the successful offeror within 10 days of Notice of Intent to Award".
7. Pgs. 49 - 114, Header: **Replace Header with** "City of Glendale IFB 04-15"



**Solicitation Addendum One (1)**  
**IFB 04-15**  
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8. Pg. 59, Paragraph 4.1.1.6 Extension of Warranty: **Add to end of paragraph** *"Excusable situations where warranty extensions are not applicable include situations where the warranty item is out of the control of the contractor. If this situation should occur, the contractor has 10 days to provide notice and supply verification of the situation to the city, or the extension of the warranty shall apply."*
9. Pg. 62, Paragraph 4.2.4 Warranty After Replacement/Repairs: **Add to end of paragraph** *"Excusable situations where warranty extensions are not applicable include situations where the warranty item is out of the control of the contractor. If this situation should occur, the contractor has 10 days to provide notice and supply verification of the situation to the city, or the extension of the warranty shall apply"*
10. Pg. 65, Paragraph 5.1 General Scope: **Replace third paragraph reference of 24' with 25'**
11. Pg. 66, Paragraph 5.2.1 Body – Dimensions/Weights: **Replace entire LAST sentence with:** *"Interior shall be flat floor wall-to-wall."*
12. Pg. 68, Paragraph 5.2.3 Body – Doors, Exits and Steps: **Replace third paragraph reference of 11.5 with 12.**
13. Pgs. 70 - 72, Paragraph 5.2.3 Body – General: **Replace pages in their entirety with revised pages attached.**
14. Pg. 77, Paragraph 5.2.10 Body – Passenger Seats: **Replace ... "padded grab handles" with** *"padded grab handles on aisle way seats only."*
15. Pg. 82, Paragraph 5.3.2 Chassis – Engine: **Delete** *"All radiator and heater hoses shall be silicone rubber with worm-drive clamps. For radiator only, Gates Blue Stripe acceptable option."*
16. Pg. 88, Paragraph 5.4.4 Electrical – General: **Replace FIRST sentence, 5<sup>th</sup> Paragraph with** *"All circuits shall have circuit breakers."*
17. Pg. 90, Paragraph 5.4.7 Electrical – Lighting/Exterior: **Delete the following from 10<sup>th</sup> Paragraph:** *"Buses shall be equipped with a deceleration alert system. The system shall be Safety Development System, Model DAS-6200APS or approved equal."* **Add to end of paragraph:** *"LED's shall be a minimum of 5 inches diameter."*



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18. Pg. 93, Paragraph 5.5.1 Air Conditioning General: **Revise 3<sup>rd</sup> Paragraph with** *"Contractor shall provide third party certified test results or component manufacturer certified test results for the requirements."*
19. Pg. 94, Paragraph 5.5.1 Air Conditioning General (continued): **Revise 5<sup>th</sup> Paragraph with:** *"Rear Air Conditioning shall be a Carrier 553 Max with separate compressor, CM3 condenser and EM1 evaporator. All other systems shall require approval by the city."*
20. Pg. 95, Paragraph 5.3.3 Heating System: **Revise FIRST paragraph with:** *"All add-on or tied-in radiator and heater hoses shall be silicone rubber. For cab heating, OEM hoses are acceptable for radiator and heater hoses."*
21. Pg. ~~106~~<sup>102</sup>, Paragraph 5.8 Warranty: **Replace page in its entirety with revised page attached.**
22. Pg. 107, Paragraph 6.1.5 Finish and Color (Continued): **Delete:** *"The overall paint scheme will be as provided by THE CITY"*
23. Pg. 112, Paragraph 6.8, Section 6.8.7: **Replace with:** *"Passenger seats to be Freedman Citiseats."*
24. Pg. 114, Glendale Transit Floor Plan for the 33 Passenger Buses: **All rows of seating should be facing forward.**

All other provisions of the solicitation shall remain the same.

The above referenced Solicitation Addendum is hereby executed this May 04, 2004, by  
Art Enriquez, 623-930-2866.

**Offeror (Company Name):** Arizona Bus Sales Corp.  
**Authorized Company Agents Name:** Paul Miller



# Solicitation Addendum One (1)

## IFB 04-15

### Paratransit Buses

CITY OF GLENDALE  
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#### Section 5.2.5 - Body – General (Revised 5/04/04)

##### Requirements:

YES NO

It is the intent of this portion of the specifications to describe a basic body with appurtenances to meet the requirements of the end user. The following items are representative of the minimum requirements of the buses. For buses 25' and under, bus style shall be cutaway type/style.

\_\_\_\_\_

All components shall be of adequate design and shall be of sufficient strength and safety factor to support the entire weight of a complete bus when fully loaded on its sides or top without undue damage to the body structure. The body shall have sufficient frame members in the roof structure and corners to provide adequate safety and to resist damage on impact.

\_\_\_\_\_

The frame shall be constructed to provide maximum customer protection from rollover or accidents. The frame shall be attached to the chassis or be an integral body and chassis construction.

\_\_\_\_\_

All joints and must be completely painted with a rust resistant primer.

\_\_\_\_\_

Exterior seams shall be constructed so as to shed water, i.e., the leading panel shall be lapped over the following panel and in no case shall the sealing of the panels be dependent on caulking alone.

\_\_\_\_\_

All exterior joints and seams shall be protected by the application of caulking compound of zinc chromate type, butyl rubber type or approved equal.

\_\_\_\_\_

All nuts, bolts, clips, washers, clamps and like fasteners shall be zinc and cadmium plated or phosphate coated to prevent corrosion. All interior fasteners shall have a smooth finish with no rough edges.

\_\_\_\_\_

Request for approved equal.



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Section 5.2.5 (continued) - Body - General (Revised 5/04/04)

**REQUIREMENTS:**

**YES**

**NO**

Access doors shall be provided for servicing transmission, engine, radiator and batteries.

\_\_\_\_\_

The intent of the body structure specifications is to specify a structure, which shall meet or exceed Altoona testing requirements and the Federal Motor Vehicle Safety Standards structural requirements of: 108 - Lights; 125 - Warning devices; 207 - Seating; 208 - Occupant crash protection; 209 - Seat belt assembly; 210 - Seat belt anchorage; 214 - Side impact; 217 - Bus window retention and release; 220 - Bus rollover; 221 - Bus body joint strength; 301 - Fuel system integrity; 302 - Flammability of interior materials.

\_\_\_\_\_

Front and rear mud flaps shall be installed and approved by the city.

\_\_\_\_\_

Bumpers shall be installed on the front and rear.

\_\_\_\_\_

The bumper shall be shielded to prevent hitching by pedestrians.

\_\_\_\_\_

Insulation in sides, rear and roof shall be a minimum R-5.5 thermo-barrier and sound absorption.

\_\_\_\_\_

Request for approved equal.



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Section 5.2.5 (continued) - Body – General (Revised 5/04/04)

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**5.8 – WARRANTY (Revised 5/04/04)**

**SECTION 5.8.1 – COMPONENT WORKSHEET FOR ALL BUSES UNDER 25'**

Years and miles listed below are Minimums. Bidder to list warranty offered. (All warranties exclude normal wear items i.e. brake linings)

Bidder, Company Name: \_\_\_\_\_

<i>Minimum Warranty</i>	<i>Years or Miles</i>		<i>Yes No</i>		<i>BIDDER PROPOSED WARRANTY</i>		
					<i>Years or Miles</i>	<i>Parts</i>	<i>Labor</i>
Unconditional	<u>1</u>	<u>36,000</u>	_____	_____	_____	_____	_____
Coach Body	<u>5</u>	<u>100,000</u>	_____	_____	_____	_____	_____
Diesel Engine	<u>5</u>	<u>100,000</u>	_____	_____	_____	_____	_____
Chassis	<u>3</u>	<u>36,000</u>	_____	_____	_____	_____	_____
W/C Tie-Downs	<u>5</u>	<u>N/A</u>	_____	_____	_____	_____	_____
Drive train less engine	<u>3</u>	<u>36,000</u>	_____	_____	_____	_____	_____
Fuel System	<u>3</u>	<u>36,000</u>	_____	_____	_____	_____	_____
Brake System	<u>3</u>	<u>36,000</u>	_____	_____	_____	_____	_____
Destination Signs	<u>1</u>	<u>36,000</u>	_____	_____	_____	_____	_____
A/C System, Parts only	<u>2</u>	<u>Unlimited</u>	_____	_____	_____	_____	_____
A/C Compressor OEM	<u>3</u>	<u>36,000</u>	_____	_____	_____	_____	_____
A/C Compressor After Mkt	<u>2</u>	<u>Unlimited</u>	_____	_____	_____	_____	_____
W/C Lift & Ramp System	<u>3</u>	<u>Prorated</u>	_____	_____	_____	_____	_____
Starter	<u>3</u>	<u>36,000</u>	_____	_____	_____	_____	_____
Alternator	<u>1.5</u>	<u>75,000</u>	_____	_____	_____	_____	_____
Driver & Passenger Seats	<u>3</u>	<u>100,000</u>	_____	_____	_____	_____	_____

**1.1.5.3 OFFEROR SERVICE AND PARTS SUPPORT DATA**

**Location of nearest Technical Service Representative to Procuring Agency**

Name Arizona Bus Sales Corporation

Address 3639 E. Superior Ave., Phoenix, AZ. 85040

Telephone (602) 437-2255

Offeror to describe technical services readily available from said representative.

**Location of nearest Parts Distribution Center to Procuring Agency**

Name Arizona Bus Sales Corporation

Address 3639 E. Superior Ave., Phoenix, AZ. 85040

Telephone (602) 437-0016

Offeror shall describe the extent of parts available at said center.

**Policy for Delivery of Parts and Components to be Purchased for Service and Maintenance**

Regular Method of Shipment Delivery of in stock items

Cost to Procuring Agency No Charge

City of Glendale IFB 04-15

#### 1.1.5.4 BUY AMERICA CERTIFICATION

*(To be submitted with a bid or Offer exceeding the small purchase threshold  
for Federal assistance programs, currently set at \$100,000.)*

##### Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: 5-3-04

Signature: [Signature]

Title: Contract Administrator

Company Name: Eldorado National Co.

##### Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_


**1.1.5.5 DEBARMENT AND SUSPENSION CERTIFICATION (LOWER TIER COVERED TRANSACTION)**

*(To be submitted with a bid or Offer exceeding the small purchase threshold for Federal assistance programs, currently \$100,000.)*

The prospective lower tier participant (Offeror) certifies, by submission of this Offer, that neither it nor its "principals" as defined at 49 C.F.R. § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective lower tier participant (Offeror) is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space

\_\_\_\_\_  
**THE BIDDER OR OFFEROR, Arizona Bus Sales Corp, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.**

 \_\_\_\_\_ Signature of the Bidder or Offeror's Authorized Official

Paul J. Miller, President \_\_\_\_\_ Name and Title of the Bidder or Offeror's Authorized Official

May 4, 2004 \_\_\_\_\_ Date

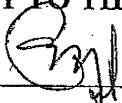
### 1.1.5.6 LOBBYING CERTIFICATION

*(To be submitted with a bid or Offer exceeding \$100,000)*

The Bidder or Offeror certifies, to the best its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.))
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**THE BIDDER OR OFFEROR, Arizona Bus Sales Corp., CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.**



Signature of the Bidder or Offeror's Authorized Official

Paul J. Miller, President

Name and Title of the Bidder or Offeror's Authorized Official

May 4, 2004

Date

City of Glendale IFB 04-15

**1.1.5.7 DBE APPROVAL CERTIFICATION**

I hereby certify that the Offeror has complied with the requirements of 49 CFR 23.67, Participation by Disadvantaged Business Enterprises in DOT Programs, and that our goals have not been disapproved by the Federal Transit Administration.

[Signature]

Signature of the Offeror's Authorized Official

Contract Administrator

Name and Title of the Offeror's Authorized Official

5-3-04

Date

City of Glendale IFB 04-15

### 1.1.5.8 CERTIFICATE OF COMPLIANCE WITH BUS TESTING REQUIREMENT

The undersigned certifies that the vehicles offered in this procurement comply and will, when delivered, comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 CFR Part 665 according to the indicated one of the following three alternatives.

(mark one and only one of the three blank spaces with an "X")

1. ☒ The buses offered herewith have been tested in accordance with 49 CFR Part 665 on Oct. 2000 (date). The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Offer. If the configuration or components are not identical, the manufacturer shall provide with its Offer a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
2. ☐ The manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Offer the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
3. ☐ The vehicle is a new model and will be tested and the results will be submitted to Procuring Agency prior to acceptance of the first bus.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: 5-3-04

Signature: [Signature]

Company Name: Eldorado National

Title: Contract Administrator

#### **1.1.5.9 CONTRACT PERIOD**

The term of agreement for this IFB shall be for a one year initial period. The City may, at its option and with the approval of the contractor, extend the term of this agreement an additional four (4) year(s), renewable on an annual basis. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

#### **1.1.5.10 OPTIONS**

It is the City's intent at this time to purchase a minimum of (3) 12-passenger, (1) 24-passenger and (2) 33-passenger buses that comply with IFB specifications, with an option to purchase up to an additional 25 buses within the next five years that comply with the specifications. The City may purchase additional quantities of each item up to and including 100% of additional buses conforming to the specifications.

#### **1.1.5.11 CONTRACT ASSIGNABILITY**

The bidder agrees that the contract that results from this Invitation for Bid for up to 62 buses over a five year period with an option for 100% of each model is an assignable contract. This contract provides for the assignment of all or part of the specified deliverables originally advertised complete, evaluated and awarded. This includes the base and option quantities.

#### **1.1.5.12 BASE CONTRACT PRICE ADJUSTMENT**

For alternatives awarded after the first years purchase, the base proposal price, will be based on the Producer Price Index for Truck & Bus Bodies. Adjustments to the base contract price will be calculated semiannually based on the Producer Price Index for Truck & Bus Bodies and the new contract price will be adjusted for the period in which the Contractor is given notice to proceed. No adjustments to the base amount will be made for any Alternative orders that will be manufactured during the same period as the original bus award.

**PRICING SCHEDULE**

<u>Item</u>	<u>UM</u>	<u>QTY</u>	<u>Description</u>	<u>Cost per unit</u>	<u>Ext Amount</u>
1.	EA	2	33 passenger/27 passenger and 2 W/C bus (NTE 35' in length) (Diesel Engine)	\$118,838.00	\$237,676.00
			Manufacturer: <u>ElDorado National</u>	Model: <u>MST II</u>	
			<b>ALTERNATE BID</b> (CNG Engine)	\$153,223.00	\$306,446.00
			(LPG Engine)	\$143,346.00	\$286,692.00
			Manufacturer: <u>ElDorado National</u>	Model: <u>MST II</u>	
2.	EA	2	16 passenger/6 passenger and 4 W/C bus (NTE 25' in length) (Diesel Engine)	\$59,988.00	\$119,976.00
			Manufacturer: <u>ElDorado National</u>	Model: <u>Aerotech 240</u>	
			<b>ALTERNATE BID</b>		
			(LPG Engine) N/A	\$ _____	\$ N/A
			Manufacturer: _____	Model: _____	
3.	EA	3	12 passenger/8 passenger and 2 W/C bus (NTE 22' in length) (Diesel Engine)	\$56,499.00	\$169,497.00
			Manufacturer: <u>ElDorado National</u>	Model: <u>Aerotech 220</u>	
			<b>ALTERNATE BID</b>		
			(LPG Engine) N/A	\$ _____	\$ N/A
			Manufacturer: _____	Model: _____	
4.	Optional		<b>Wheel Chair Securements/ Wheel Chair Location</b>		
			American Seating Brand	\$ 1,500.00	\$ 3,000.00*
			Sure Lok Brand	\$ N/A	\$ N/A

\* Available on 33 Passenger Bus Only


## 1.2 OFFER

By execution below Offeror hereby offers to furnish equipment and services as specified in City of Glendale Invitation for Bids No. 04-15 including "General Provisions" (Section 2), "Quality Assurance Provisions" (Section 3), "Warranty Provisions" (Section 4) and "Technical Specifications" (Section 5) therein.

Offeror: Arizona Bus Sales Corporation  
Name

3639 E. Superior Ave.  
Street Address

Phoenix, AZ. 85040  
City, State, Zip

  
Signature of Authorized Signer

President  
Title

(602) 437-2255  
Phone

## 1.3 AWARD

By execution below Procuring Agency accepts Offer as indicated above.

Contracting Officer: \_\_\_\_\_  
Signature

Date of Award: \_\_\_\_\_

## 2 GENERAL CONTRACTUAL PROVISIONS

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## 2.1 DEFINITIONS

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The following are definitions of special terms used in this document.

Authorized Signer. The person who is executing this Contract on behalf of the Offeror/Contractor and who is authorized to bind the Offeror/Contractor.

*(b) (for use in competitive bidding)*

Procuring Agency. \_\_\_\_\_ City of Glendale \_\_\_\_\_

Contract. The Offer and its acceptance by the Procuring Agency as manifested by the contract documents specified in "Contract Documents" (Section 2.2.2).

Contracting Officer. The person who is executing this Contract on behalf of the Procuring Agency and who has complete and final authority except as limited herein.

Contractor. The successful Offeror who is awarded a Contract for providing all buses and equipment described in the contract documents.

Defect. Patent or latent malfunction or failure in manufacture, installation, or design of any component or subsystem.

Due Date. The date and time by which Offers (proposals or bids) must be received by the Procuring Agency as specified in "Instructions to Offerors" (Section 1.1.3 of Procuring Agency's solicitation).

Offer. A promise, if accepted, to deliver equipment and services according to the underlying solicitation of the Procuring Agency documented using the prescribed form in the solicitation, including any bid or proposal or Best and Final Offer.

Offeror. A legal entity which makes an Offer, including a bidder or proposer.

Related Defect. Damage inflicted on any component or subsystem as a direct result of a separate Defect.

*(b) Sealed Bids*

Solicitation. Procuring Agency's Invitation for Bids

Supplier or Subcontractor. Any manufacturer, company, or agency providing units, components, or subassemblies for inclusion in the bus. Supplier items shall require qualification by type and acceptance tests in accordance with requirements defined in Part 3: Quality Assurance Provisions.

Work. Any and all labor, supervision, services, materials, machinery, equipment, tools, supplies, and facilities called for by the Contract and necessary to the completion thereof.

## **2.2 CONTRACT AND MODIFICATIONS**

### **2.2.1 CONTRACT AWARD AND EXECUTION**

The acceptance of an Offer for award, if made, shall be evidenced by a notice of award of Contract in writing delivered in person or by registered mail to the Offeror whose Offer is accepted. No other act by the Procuring Agency shall evidence acceptance of an Offer. Such notice shall obligate said Offeror to commence performance under the Contract as specified in "Production of Documents" (Section 2.7.3 ).

### **2.2.2 CONTRACT DOCUMENTS**

The Contract consists of the following:

- (c)
  - Part 1 - Contractor's Offer and Procuring Agency's Notice of Award
  - Part 2 - General Contractual Provisions
  - Part 3 - Quality Assurance Provisions
  - Part 4 - Warranty Provisions
  - Part 5 - Technical Specifications
  - Addenda - As issued.

In case of any conflict among these documents where the parties' intended resolution is not clear, the order of precedence shall be:

- (a)
  - First - Addenda issued by Procuring Agency
  - Second - Part 5, Technical Specifications
  - Third - Parts 2, 3, and 4 of this document
  - Fourth - Contractor's Offer

### **2.2.3 MODIFICATIONS TO CONTRACT**

#### **2.2.3.1 CONTRACTOR CHANGES**

Any proposed change in this Contract shall be submitted to the appropriate Procuring Agency for its prior approval.

#### **2.2.3.2 WRITTEN CHANGE ORDERS**

Oral change orders are not permitted. No change in this Contract shall be made unless the Contracting Officer gives prior written approval therefore. The Contractor shall be liable for all costs

resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the Contracting Officer.

#### **2.2.3.3 CHANGE ORDER PROCEDURE**

As soon as reasonably possible but no later than 30 (thirty) calendar days after receipt of the written change order to modify the Contract, the Contractor shall submit to the Contracting Officer a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Contractor and the Contracting Officer. At that time a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the Contract disputes clause. Regardless of any disputes, the Contractor shall proceed with the work ordered.

#### **2.2.3.4 PRICE ADJUSTMENT FOR REGULATORY CHANGES**

If price adjustment is indicated, either upward or downward, it shall be negotiated between the Procuring Agency and the Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective after the Due Date. Such price adjustment may be audited, where required.

### **2.2.4 PARTIES AND CHANGES IN PARTIES**

#### **2.2.4.1 PARTIES**

The parties to the contract are the Procuring Agency as defined in "Definitions", Section 2.1 and the Offeror as set out in the accepted Offer.

#### **2.2.4.2 SUCCESSION**

The Contract will be binding on the parties, their successors, and assigns.

#### **2.2.4.3 ASSIGNMENT AND SUBCONTRACTING**

Neither party will assign or subcontract its rights or obligations under the Contract without prior written permission of the other party, and no such assignment or subcontract will be effective until approved in writing by the other party.

### **2.2.5 SPECIFICATION AND OFFER OMISSIONS**

Notwithstanding the provision of drawings, technical specifications, or other data by the Procuring Agency, the Contractor shall have the responsibility of supplying all parts and details required to make the bus complete and ready for service even though such details may not be specifically mentioned in the drawings and specifications. Fare collection equipment, communication equipment, and other items that are installed by the Procuring Agency shall not be the responsibility of the Contractor unless they are included in this Contract.

Any request, condition, exception, reservation, understanding or other deviation by Contractor not separately stated as required by "Instructions to Offerors" (Section 1.1.3 of Procuring Agency's solicitation) by completing the specified form(s) shall be invalid and shall not be binding on the Procuring Agency.

## **2.2.6 TERMINATION OF CONTRACT**

### **2.2.6.1 TERMINATION FOR CONVENIENCE**

The performance of work under this Contract may be terminated by the Procuring Agency in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Procuring Agency. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall: stop work under the Contract on the date and to the extent specified in the notice of termination; place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated; terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the Procuring Agency in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Procuring Agency shall have the right, in its discretion, to settle or pay and or all claims arising out of the termination of such orders and subcontracts; settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause; transfer title to the Procuring Agency and deliver in the manner, at the times, and to the extent, if any, directed by Contracting Officer the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the Procuring Agency; use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Contracting Officer, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Contracting Officer, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Procuring Agency to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the Contracting Officer may direct; complete performance of such part of the work as shall not have been terminated by the notice of termination; and take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the Procuring Agency has or may acquire an interest.

The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Procuring Agency to be paid the Contractor. Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in Part 49 of

the Federal Acquisition Regulations (48 CFR 49) except that wherever the word "Government" appears it shall be deleted and the word "Procuring Agency" shall be substituted in lieu thereof.

#### **2.2.6.2 TERMINATION FOR DEFAULT**

The Procuring Agency may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 (ten) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

In the event that Procuring Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Procuring Agency shall not limit Procuring Agency's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

If the Contract is terminated in whole or in part for default, the Procuring Agency may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the Procuring Agency for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

Payment for completed supplies delivered to and accepted by the Procuring Agency shall be at the Contract price. The Procuring Agency may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the Contracting Officer determines to be necessary to protect the Procuring Agency against loss because of outstanding liens or claims of former lien holders.

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the Procurement Agency.

The rights and remedies of the Procuring Agency provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### 2.2.7 DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under or related to this Contract which is not disposed of by agreement shall be decided in accordance with the following steps. However, by mutual agreement the matter may be taken immediately to any higher step in the dispute resolution process, or mutually agreed to alternative dispute resolution process (which may include structured negotiations, mediation or arbitration), or litigation. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's or Chief Executive Officer's decision, as the case may be.

1. Notice of Dispute. All disputes shall be initiated through a written dispute notice submitted by either party to the other party within 10 (ten) days of the determination of the dispute.
2. Negotiation Between Executives. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Contract. Any party may give the other party written notice of any dispute not resolved in the normal course of business as provided in (1) above. Within 14 (fourteen) days after delivery of the dispute notice, the receiving party shall submit to the other party a written response. The dispute notice and written response shall include (a) a statement of the party's position and a summary of the arguments supporting that position, (b) any evidence supporting the party's position and (c) the name of the executive who will represent that party and of any other person(s) who will accompany the executive in negotiations. Within 28 (twenty-eight) days after delivery of the dispute notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information by one party to the other shall be honored.

(a)

If the matter has not been resolved by these persons within forty-two (42) days of the dispute notice, the dispute may be referred to more senior executives of both parties who have authority to settle the dispute and who shall likewise meet to attempt to resolve the dispute.

3. Contracting Officer's or Chief Executive Officer's Decision. (a) Should the dispute not be resolved by negotiation between executives, as provided in (2) above, the Procuring Agency's executive representative from (2) above shall submit a written request for decision to the contracting officer along with all documentation and minutes from the negotiations. The Contracting Officer shall issue a written decision within 14 (fourteen) days of receipt of a request.
  - A. For disputes involving \$50,000 or less, the decision of the Contracting Officer shall be administratively final and conclusive. For disputes involving \$50,000 or less, it is the intent of the parties that such administratively final and conclusive decision pursuant to either this paragraph or paragraph 4 shall only be overturned if determined by a court of competent jurisdiction to be fraudulent, arbitrary, capricious, unsupported by the evidence or so grossly

erroneous as to imply bad faith. For disputes greater than \$50,000, the decision of the Contracting Officer shall be administratively final and conclusive unless, within 30 (thirty) days from the date of delivery of the written decision, the Contractor appeals the decision in writing to the Procuring Agency's chief executive officer or designee who shall render a written decision within 14 (fourteen) days of delivery of such written appeal. Such decision by the chief executive officer or his/her designee shall be administratively final and conclusive.

- B. Within 30 (thirty) days of the issuance of any administratively final and conclusive decision under this paragraph 3, the Contractor shall notify the Procuring Agency in writing of the Contractor's agreement with the final decision. Failure to provide such written notice of agreement shall indicate an intent by the Contractor to litigate the claim..
- C. Any dispute which is not resolved by the Parties through the operation of the provisions of this paragraph, or any mutually agreed upon alternative disputes resolution process pursuant to paragraph 4 may be submitted to any court in the state of *(Procuring Agency to insert its state)*.
- D. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of its obligations under the Contract in accordance with the written directions of the Procuring Agency.

4. Alternatives Disputes Resolution. If agreed to by both parties disputes may be resolved by a mutually agreed to alternative dispute resolution process which may include structured negotiations different from (2) above, mediation or arbitration.

#### **2.2.8 COMMUNICATIONS**

Communications in connection with this Contract shall be in writing and shall be delivered personally; or by facsimile; or by regular, registered, or certified mail addressed to the officer(s) or employee(s) of the Procuring Agency and of the Contractor designated to receive such communications. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing.

Communications shall be considered received at the time actually received by the addressee or designated agent.

#### **2.3 DELIVERY AND TITLE**

##### **2.3.1 DELIVERIES**

###### **2.3.1.1 BUS DELIVERY SCHEDULE**

Delivery shall be completed 90 days After Receipt of Chassis by vendor. Upon receipt of chassis by vendor, vendor to furnish delivery receipt to procuring agency for delivery verification. Delivery after 90 days from receipt of chassis, shall be subject to Liquidated Damages.

### **2.3.1.2 DELIVERY PROCEDURE**

The buses shall be delivered at a rate not to exceed 3 buses per week. Hours of delivery shall be 8:00 AM through 2:00 PM MST the following days of the week: Monday through Friday excluding City recognized holidays. All deliveries must be scheduled 48 hours in advance.

Delivery of buses shall be determined by signed receipt of the Procuring Agency's designated agent(s) Transit Division, Jeff Henry and/or Cathy Colbath, 6322 W. Myrtle Avenue, Suite "A", Glendale, AZ and may be preceded by a cursory inspection of the bus.

### **2.3.1.3 PRE-DELIVERY TESTS AND INSPECTIONS**

The pre-delivery tests and inspections shall be performed at or near the Contractor's plant; they shall be performed in accordance with the procedures defined in Part 3: Quality Assurance Provisions, and they may be witnessed by the resident inspector. When the bus passes these tests and inspections, the resident inspector shall authorize release of the bus.

### **2.3.1.4 ASSUMPTION OF RISK OF LOSS**

The Procuring Agency shall assume risk of loss of the bus on delivery, as defined in "Bus Delivery Procedure" (Section 2.3.1.1), if delivered by common carrier or driveway, or on release to the Procuring Agency's drivers at the Contractor's plant. Prior to this delivery or release, the Contractor shall have risk of loss of the bus, including any damages sustained during the common carrier or driveway operation regardless of the status of title or any payments related to the bus. Drivers shall keep a maintenance log enroute and it shall be delivered to the Procuring Agency with the bus.

### **2.3.1.5 ACCEPTANCE OF BUS**

Within 30 (thirty) calendar days after arrival at the designated point of delivery, the bus shall undergo the Procuring Agency tests defined in Part 4: Quality Assurance Provisions. If the bus passes these tests or if the Procuring Agency does not notify Contractor of non-acceptance within 30 (thirty) calendar days after delivery, acceptance of the bus by the Procuring Agency occurs on the fifteenth day after delivery. Acceptance may occur earlier if the Procuring Agency notifies the Contractor of early acceptance or places the bus in revenue service. If the bus fails these tests, it shall not be accepted until the repair procedures defined in "Repairs After Non-acceptance" (Section 2.3.2) have been carried out and the bus retested until it passes.

## **2.3.2 REPAIRS AFTER NONACCEPTANCE**

The Contractor, or its designated representative shall perform the repairs after non-acceptance. If the Contractor fails or refuses to make the repairs within 5 (five) days, then the work may be done by the Procuring Agency's personnel with reimbursement by the Contractor.

### **2.3.2.1 REPAIRS BY CONTRACTOR**

After nonacceptance of the bus, the Contractor must begin work within 5 (five) working days after receiving notification from the Procuring Agency of failure of acceptance tests. The Procuring Agency shall make the bus available to complete repairs timely with the Contractor repair schedule.

The Contractor shall provide, at its own expense, all spare parts, tools, and space required to complete the repairs. At the Procuring Agency's option, the Contractor may be required to remove the bus from the Procuring Agency's property while repairs are being effected. If the bus is removed from the Procuring Agency's property, repair procedures must be diligently pursued by the Contractor's representatives, and the Contractor shall assume risk of loss while the bus is under its control.

### **2.3.2.2 REPAIRS BY PROCURING AGENCY**

1. Parts Used. If the Procuring Agency performs the repairs after nonacceptance of the bus, it shall correct or repair the defect and any related defects using Contractor-specified parts available from its own stock or those supplied by the Contractor specifically for this repair. Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this procedure shall be submitted by the Procuring Agency to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these reports.
2. Contractor Supplied Parts. If the Contractor supplies parts for repairs being performed by the Procuring Agency after nonacceptance of the bus, these parts shall be shipped prepaid to the Procuring Agency from any source selected by the Contractor within 10 (ten) working days after receipt of the request for said parts.
3. Return of Defective Components. The Contractor may request that parts covered by this provision be returned to the manufacturing plant. The total costs for this action shall be paid by the Contractor.
4. Reimbursement for Labor. The Procuring Agency shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by \$57.50 per hour, plus the cost of towing in the bus if such action was necessary.
5. Reimbursement for Parts. The Procuring Agency shall be reimbursed by the Contractor for defective parts that must be replaced to correct the defect. The reimbursement shall include taxes where applicable and 15 percent handling costs.

## **2.3.3 UNAVOIDABLE DELAYS**

### **2.3.3.1 CONTRACTOR'S DELAY**

If the Contractor is delayed at any time during the progress of the Work by the neglect or failure of the Procuring Agency or by a cause described below, then the time for completion and/or affected delivery date(s) shall be extended by the Procuring Agency subject to the following conditions:

1. The cause of the delay arises after the notice of award and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award;
2. The Contractor demonstrates that the completion of the Work and/or affected delivery(s) will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and
4. The Contractor makes written request and provides other information to the Procuring Agency as described in "Notification of Contractor Delay" (Section 2.3.3.2 below).

A delay meeting all the conditions of this section shall be deemed an excusable delay. Any concurrent delay which does not constitute an excusable delay shall not be the sole basis for denying a request hereunder.

None of the above shall relieve the Contractor of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the time for completion that the Contractor is required to pay pursuant to "Liquidated Damages" (Section 2.3.4) for delays occurring prior to, or subsequent to the occurrence of an excusable delay.

The Procuring Agency reserves the right to rescind or shorten any extension previously granted, if subsequently the Procuring Agency determines that any information provided by Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay.

Notwithstanding the above, the Procuring Agency will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

#### **2.3.3.2 NOTIFICATION OF CONTRACTOR DELAY**

Notwithstanding "Contractor's Delay" (Section 2.3.3.1), no extension or adjustment of time shall be granted unless (1) written notice of the delay is filed with the Procuring Agency within 14 (fourteen) calendar days after the commencement of the delay and (2) a written application therefor, stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Contractor under the Contract, and the portion or portions of the Work affected, is filed by the Contractor with the Procuring Agency within 30 (thirty) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Contract. The Procuring Agency shall make its determination within 30 (thirty) calendar days after receipt of the application.

#### **2.3.4 LIQUIDATED DAMAGES**

It is mutually understood and agreed by and between the parties to the Contract that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Contractor to complete the Work within the time specified in "Delivery Schedule" (Section 2.3.1.2),

except for any excusable delays as provided in ""Unavoidable Delays" (Section 2.3.3), or any extension thereof, the Procuring Agency will be damaged thereby. The amount of said damages, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due the Procuring Agency shall be fixed at \$ 95 per calendar day per bus not delivered in substantially as good condition as inspected by the Procuring Agency at the time released for shipment.

The Contractor hereby agrees to pay the aforesaid amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the Procuring Agency and further authorizes the Procuring Agency to deduct the amount of the damages from money due the Contractor under the Contract, computed as aforesaid. If the monies due the Contractor are insufficient or no monies are due the Contractor, the Contractor shall pay the Procuring Agency the difference or the entire amount, whichever may be the case, within 30 (thirty) calendar days after receipt of a written demand by the Contracting Officer.

The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by the Procuring Agency arising at any time from the failure of the Contractor to fulfill the obligations referenced in this clause in a timely manner.

The Procuring Agency specifically reserves the right, without limitation of any other rights, to terminate the Contract in accordance with "Termination of Contract" (Section 2.2.6).

### **2.3.5 TITLE**

Adequate documents for registering the bus in the State of Arizona shall be provided to the Procuring Agency at least (number) working days before each bus is released to the common carrier driveway or to the Procuring Agency's drivers. Upon acceptance of each bus, the Contractor warrants that the title shall pass to the Procuring Agency free and clear of all encumbrances.

### **2.4 PAYMENT**

The Procuring Agency shall pay and the Contractor shall accept the amounts set forth in the price schedule as full compensation for all costs and expenses of completing the Work in accordance with the Contract, including but not limited to all labor and material required, overhead, expenses, storage and shipping, risks and obligations, taxes (as applicable), fees and profit, and any unforeseen costs.

#### **(a) Delivery Payment**

All payments shall be made as provided herein, less any additional moneys withheld as provided below and less any amounts for liquidated damages in accordance with "Liquidated Damages" (Section 2.3.4).

The Procuring Agency shall make payments for buses at the unit prices itemized in the Price Schedule within 30 (thirty) calendar days after the delivery and acceptance of each bus and receipt of a proper invoice. In the event that the bus does not meet all requirements for acceptance the Procuring Agency may, at its exclusive option, "conditionally accept" the bus and place it into revenue service pending receipt of Contractor furnished materials and/or labor necessary to effectuate corrective action for

acceptance. For any conditionally accepted bus the payment shall be reduced by an amount to be withheld, and paid upon corrective action by the contractor, equal to twice the estimated cost for parts and labor for the corrective action.

The Procuring Agency shall make payments for spare parts and/or equipment at the unit prices itemized in the price schedule within 30 (thirty) calendar days after the delivery and acceptance of said spare parts and/or equipment and receipt of a proper invoice.

The Procuring Agency shall make a final payment for all withholding within 30 (thirty) calendar days of receipt of a final proper invoice and the following:

1. Delivery and acceptance of all Contract deliverables, including manuals and other documentation required by the Contract, excluding training.
2. Rectification of any deficiencies found during the acceptance of buses.
3. Contractor provision of any certifications as required by law and/or regulations.
4. Completion of post delivery audits required under the Contract.

## **2.5 SERVICE AND PARTS**

### **2.5.1 TRAINING**

*(The following is illustrative; the Procuring Agency should carefully specify its requirements)*

The Contractor shall have at least one qualified instructor who shall be available at the Procuring Agency's property for 5 calendar days between the hours of 7:00 AM and 7 PM MST per month for 1 months prior to, and 2 months after, acceptance of the first bus. Instructor(s) shall conduct schools and advise the personnel of the Procuring Agency on the proper operation and maintenance of the equipment. The Contractor shall also provide visual and other teaching aids for use by the Procuring Agency's own training staff.

### **2.5.2 ENGINEER / SERVICE REPRESENTATIVES**

The Contractor shall, at its own expense, have a competent engineering service representative(s) available on request to assist the Procuring Agency's staff in the solution of engineering or design problems within the scope of the specifications that may arise during the warranty period. This does not relieve the Contractor of responsibilities under Part 4: Warranty Provisions.

### **2.5.3 DOCUMENTS**

The Contractor shall provide 3 current maintenance manual(s), 3 current parts manual(s), and 3 standard operator's manual(s) as part of this Contract. The Contractor shall keep maintenance manuals available for a period of three years after the date of acceptance of the buses procured under this Contract. The Contractor shall also exert its best efforts to keep maintenance manuals, operator manuals, and keep parts books up-to-date for a period of 15 (fifteen) years. The supplied maintenance and operator's manuals shall incorporate all equipment ordered on the buses covered by this procurement.

### **2.5.4 PARTS AVAILABILITY GUARANTY**

The Contractor hereby guarantees to provide, within reasonable periods of time, the spare parts, software and all equipment necessary to maintain and repair the buses supplied under this Contract for a period of at least 15 (fifteen) years after the date of acceptance. Parts shall be interchangeable with the original equipment and be manufactured in accordance with the quality assurance provisions of this Contract. Prices shall not exceed the Contractor's then current published catalog prices.

Where the parts ordered by the Procuring Agency are not received within two working days of the agreed upon time/date and a bus procured under this Contract is out-of-service due to the lack of said ordered parts, then the Contractor shall provide the Procuring Agency, within eight hours of the Procuring Agency's verbal or written request, the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Procuring Agency.

Where the Contractor fails to honor this parts guaranty or parts ordered by the Procuring Agency are not received within 30 (thirty) days of the agreed upon delivery date, then the Contractor shall provide to Procuring Agency, within 7 (seven) days of the Procuring Agency's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Procuring Agency. Contractor's design and manufacturing documentation provided to the Procuring Agency shall be for its sole use in regard to the buses procured under this Contract and for no other purpose.

### **2.5.5 INTERCHANGEABILITY**

Unless otherwise agreed, all units and components procured under this Contract, whether provided by suppliers or manufactured by the Contractor, shall be duplicates in design, manufacture, and installation to assure interchangeability among buses in this procurement. This interchangeability shall extend to the individual components as well as to their locations in the buses.

### **2.5.6 SURVIVABILITY**

Contractor's obligations under this section 2.5 shall survive the nominal expiration or discharge of other Contract obligations and Procuring Agency may obtain any remedy under law, Contract or

equity to enforce the obligations of contractor that survive the manufacturing, warranty, and final payment periods.

## **2.6 AUDIT AND INSPECTION OF RECORDS**

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In accordance with 49 C.F.R. § 18.36(i), 49 C.F.R. § 19.48(d), and 49 U.S.C. § 5325(a), provided the Procuring Agency is the FTA Recipient or a subgrantee of the FTA Recipient, the Contractor agrees to provide the Procuring Agency, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, or any of their duly authorized representatives access to any books documents, papers, and records of the Contractor which are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts, and transcriptions and (2) when conducting an audit and inspection.

- A. In the event of a **sole source Contract, or single Offer, single responsive Offer, or competitive negotiated procurement** the Contractor shall maintain and the Contracting Officer, the U.S. Department of Transportation (*if applicable*), or the representatives thereof, shall have the right to examine all books, records, documents, and other cost and pricing data related to the Contract price, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the contract shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, including review of accounting principles and practices that reflect properly all direct and indirect costs anticipated for the performance of the Contract.
- B. **For Contract modifications or change orders** the Contracting Officer, the U.S. Department of Transportation (*if applicable*), or their representatives shall have the right to examine all books, records, documents, and other cost and pricing data related to a Contract modification, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract modification or change order shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract modification or change order for the purpose of conducting a cost analysis. If an examination made after execution of the contract modification or change order reveals inaccurate, incomplete, or out-of-date data, the Contracting Officer may renegotiate the contract modification or change order price adjustment and the Procuring Agency shall be entitled to any reductions in the price that would result from the application of accurate, complete or up-to-date data.
- C. For any **cost reimbursable work** the Contractor shall maintain and the Contracting Officer, the U.S. Department of Transportation (*if applicable*), or their representatives shall have the right to examine books, records, documents, and other evidence, including review of accounting principles

and practices that reflect properly all direct and indirect costs incurred as related to said cost reimbursable work.

1. The materials described in Paragraphs A, B and C above shall be available at the Contractor's office at all reasonable times for inspection, audit, and making excerpts and transcriptions until three years from the date of final payment under the Contract except that the materials described in Paragraph A above shall also be available prior to any award and materials relating to "Service and Parts" (Section 2.5). For records relating to appeals under "Disputes" (Section 2.2.7), "Audit and Inspection of Records" (this Section 2.6), litigation, or the settlement of claims arising out of the negotiation or the performance of contract modifications, records shall be kept available until such appeals, litigation, or claims have been disposed of.
2. The Contracting Officer and his/her representative and any other parties authorized under this clause shall employ sound business practices to protect the confidence of the data specified under this clause, for which the Contractor provides access, against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that any confidential data bears appropriate notices relating to its confidential character.
3. The requirements of this section are in addition to other audit, inspection, and record-keeping provisions specified elsewhere in the Contract documents.

## **2.7 RISK**

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### **2.7.1 INSURANCE**

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Contractor, performing as an independent contractor hereunder, shall be fully responsible for providing Works' Compensation, or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

Contractor shall provide to the City of Glendale a copy of the policy or a certification by the insurance carrier, showing the contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an "BB" financial rating, or better, in the current edition of Standard & Poors Insurance Guide and be authorized by the State of Arizona, Department of Insurance to transact business within the State. The certificate and policy shall name the City of Glendale as an additional insured and shall be primary coverage for the activity of the contractor.

The City reserves the right to terminate any contractor agreement if the contractor fails to maintain such insurance coverage.

Contractor must provide certification of insurance compliance within 10 calendar days after notification of award. Certification must include: name and address of insurance company; policy

number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.

Certification to be submitted to: Materials Management, 6829 North 58th Drive, Suite 202, Glendale, Arizona 85301-2599.

<u>Type of Insurance</u> <u>(Minimum)</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Contractor(s) Protective Bodily Injury	\$1,000,000 each occurrence
Contractor(s) Protective Property damage	\$500,000 each accident
Contractual Bodily Injury	\$500,000 aggregate
Contractual property damage	\$1,000,000 each occurrence
Contractual property damage	\$500,000 each accident
Automobile bodily injury & property damage	\$500,000 aggregate
	\$1,000,000 each occurrence

#### **2.7.2 PERFORMANCE BOND**

The Contractor shall furnish at its own expense performance security in the form of a cashier's check, or letter of credit in a form approved by the Procuring Agency before offer submission, or a performance bond, from a surety duly licensed to do business in the state of Arizona, having a financial rating from A. M. Best Company of "A VIII" or better, in the amount of 10 percent of the full amount of the Contract. The bond shall cover all of Contractor's obligations under the Contract except for the warranty and shall remain in force until said obligations have been fulfilled.

In the case that a surety shall become insolvent, its license is revoked or suspended, or in the case of a surety approved on the basis that it is listed as an approved federal surety, that such federal approval is revoked or suspended, the Contractor, within five days after notice by the Procuring Agency, shall substitute other and sufficient surety or sureties. If the Contractor fails to do so, such failure shall be an event of default.

#### **2.7.3 PRODUCTION OF DOCUMENTS**

Upon award of the Contract to an Offeror, such Offeror shall commence performance under the Contract by executing all Contract Guaranty Agreements provided with the Offer, by furnishing any required bonds, and by furnishing copies of the certificates of insurance required to be procured by the Contractor pursuant to the Contract documents within 20 calendar days after the date of receipt of the notice of award or within such further time as the Procuring Agency may allow. Failure to fulfill these requirements within the specified time is cause for termination of the Contract under "Termination for Default" (Section 2.2.5.2).

#### **2.7.4 INDEMNIFICATION**

The Contractor shall, to the extent permitted by law (1) protect, indemnify and save the Procuring Agency and its officers, employees and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses, and suits or actions or proceedings, including reasonable expenses, costs and attorneys' fees incurred by the Procuring Agency and its officers, employees and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, arising out of, or resulting from, the negligent acts, errors or omissions of the Contractor, including negligent acts, errors or omissions of its officers, employees, servants, agents, subcontractors and suppliers; and (2) upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against the Procuring Agency and its officers, employees and agents, including consultants, relating to such injury, death, loss or damage. Each party shall promptly notify the other in writing of the notice or assertion of any claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. The Procuring Agency shall not make any admission which might be materially prejudicial to the Contractor unless the Contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority above provided. The Procuring Agency shall at the request of the Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. The Procuring Agency shall have the right to be represented therein by advisory counsel of its own selection at its own expense.

The obligations of the Contractor under the above paragraph shall not extend to circumstances where the injury, or death, or damages is caused solely by the negligent acts, errors or omissions of the Procuring Agency, its officers, employees, agents or consultants, including negligence in (1) the preparation of the Contract documents, or (2) the giving of directions or instructions with respect to the requirements of the Contract by written order. The obligations of the Contractor shall not extend to circumstances where the injury, or death, or damages is caused, in whole or in part, by the negligence of any third party operator, not including an assignee or subcontractor of the Contractor, subject to the right of contribution as provided in the next sentence below. In case of joint or concurrent negligence of the parties hereto giving rise to a claim or loss against either one or both, each shall have full rights of contribution from the other.

#### **2.7.5 MATERIALS/ACCESSORIES RESPONSIBILITY**

The Contractor shall be responsible for all materials and workmanship in the construction of the bus and all accessories used, whether the same are manufactured by the Contractor or purchased from supplier. This provision excludes tires, fare boxes, radios, and any equipment leased or supplied by the Procuring Agency, except insofar as such equipment is damaged by the failure of a part or component for which the Contractor is responsible, or except insofar as the damage to such equipment is caused by the Contractor during the manufacture of the buses. Risk of damage to or loss of the buses is the subject of "Assumption of Risk of Loss" (Section 2.3.1.4).

## **2.8 POLICIES FOR ALL TIERS**

Contractor agrees to comply with the subsections of this Section 2.8 and to include these requirements in all subcontracts of every tier.

### **2.8.1 NO OBLIGATION BY THE FEDERAL GOVERNMENT**

The Procuring Agency and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Procuring Agency, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

### **2.8.2 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTIONS:**

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Accordingly, by signing the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance awarded by FTA under the authority of 49 U.S.C. § 5301 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5301 et seq. on the Contractor, to the extent the Federal Government deems appropriate.

### **2.8.3 INCORPORATION OF FTA TERMS**

"General Contract Provisions," (this Section 2), includes, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Procuring Agency requests which would cause Procuring Agency to be in violation of the FTA terms and conditions.

#### **2.8.4 CHANGES IN FEDERAL LAWS AND REGULATIONS**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between Procuring Agency and FTA that funds any part of this Contract, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

#### **2.8.5 CARGO PREFERENCE**

The Contractor agrees:

To utilize privately owned United States-flag commercial vessels to ship at least 50 (fifty) percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

To furnish within 20 (twenty) working days following the date of loading for shipments originating within the United States, or within 30 (thirty) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Procuring Agency (through the Contractor in the case of a subcontractor's bill-of-lading.)

#### **2.8.6 ENERGY CONSERVATION**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6321 et seq.)

#### **2.8.7 RECYCLED PRODUCTS**

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

#### **2.8.8 CIVIL RIGHTS**

##### **2.8.8.1 NONDISCRIMINATION**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

#### **2.8.8.2 EQUAL EMPLOYMENT OPPORTUNITY**

The following equal employment opportunity requirements apply to the underlying Contract:

1. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue;
2. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

### **2.8.9 DISADVANTAGED BUSINESS ENTERPRISE**

#### **2.8.9.1 POLICY**

It is the policy of the Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of Contracts financed in whole or in part with Federal Funds under this agreement. Consequently the DBE requirements of 49 CFR Part 23 apply to this agreement.

#### **2.8.9.2 DBE OBLIGATION**

Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

#### **2.8.9.3 REMEDY**

Failure of the Contractor to comply with this section or to include it in any subcontract of any tier will constitute a breach of Contract and, after notification of DOT, may result in termination of the Contract by the Procuring Agency or such remedy as the Procuring Agency deems appropriate.

#### **2.8.10 PATENT INFRINGEMENT**

The Procuring Agency shall advise the Contractor of any impending patent suit related to this Contract against the Procuring Agency and provide all information available. The Contractor shall defend any suit or proceeding brought against the Procuring Agency based on a claim that any equipment, or any part thereof, furnished under this Contract constitutes an infringement of any patent, and the Contractor shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the Procuring Agency. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for the Procuring Agency the right to continue using said equipment or part, or replace same with noninfringing equipment, or modify it so it becomes noninfringing.

Contractor's obligations under this section are discharged and Procuring Agency shall hold Contractor harmless with respect to the equipment or part if it was specified by the Procuring Agency and all requests for substitutes were rejected, and the Contractor advised the Procuring Agency under "Offeror Communications and Requests" (Section 1.1.2.2) of a potential infringement, in which case the Contractor shall be held harmless.

#### **2.8.11 PROPRIETARY RIGHTS / RIGHTS IN DATA**

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but

are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

The Procuring Agency reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the following subject data for its purposes:

1. Any subject data required to be developed and first produced in the performance of the Contract and specifically paid for as such under the Contract, whether or not a copyright has been obtained; and
2. Any rights of copyright to which the Contractor, subcontractor or supplier purchases ownership for the purpose of performance of the Contract and specifically paid for as such under the Contract.

The Contractor agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the Contract.

#### **2.8.12 INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS**

No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom. (41 U.S.C. § 22.)

#### **2.8.13 PROHIBITED INTEREST**

No member, officer, or employee of the Procuring Agency or of a local public body during his tenure or one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

### **2.9 POLICIES FOR SELECTED CONTRACTS**

Contractor shall comply with the subsections of this Section 2.9 and to include these requirements, except "Contract Work Hours and Safety Standards Act" (Section 2.9.1), in all subcontracts exceeding \$100,000 in value of every tier. Contractor will include "Contract Work Hours and Safety Standards Act" (Section 2.9.1) in all subcontracts exceeding \$2,500 in value not including subcontracts for the purchase of supplies or materials or articles ordinarily available on the open market.

#### **2.9.1 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

1. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such

Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Procuring Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
5. Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration

of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

#### **2.9.2 CLEAN AIR**

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor shall report each violation to the Procuring Agency and understands and agrees that the Procuring Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

#### **2.9.3 CLEAN WATER**

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor shall report each violation to the Procuring Agency and understands and agrees that the Procuring Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

#### **2.9.4 DEBARMENT AND SUSPENSION CERTIFICATION REQUIREMENTS.**

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out in "Debarment and Suspension Certification" (Section 1.1 of the Procuring Agency's solicitation).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Procuring Agency may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to Procuring Agency if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact Procuring Agency for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Procuring Agency.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Debarment and Suspension Certification Requirements" and the certificate form, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Procuring Agency may pursue available remedies including suspension and/or debarment.

## **2.9.5 LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS**

In accordance with 31 U.S.C. ( 1352, and U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, the Contractor must have provided a certification to the Procuring Agency that the Contractor has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. See "Lobbying Certification," in Section 1.1 of Procuring Agency's solicitation.

## **2.10 POLICIES FOR PRIME CONTRACT**

### **2.10.1 PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS**

#### **2.10.1.1 CERTIFICATIONS REQUIRED**

The Offeror and (if selected) Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications with its Offer and (if selected) after acceptance of the last bus:

#### **2.10.1.2 BUY AMERICA REQUIREMENTS**

The Offeror and (if selected) Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Offeror/Contractor certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

#### **2.10.1.3 SOLICITATION SPECIFICATION REQUIREMENTS**

The Offeror and (if selected) Contractor shall submit evidence that it will be capable of meeting the bid specifications.

#### **2.10.1.4 FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS)**

The Offeror and (if selected) Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

### **2.10.2 BUS TESTING**

The Contractor agrees to comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the Procuring Agency prior to the recipient's final acceptance of the first bus.
2. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the Procuring Agency prior to Procuring Agency's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

### 3 QUALITY ASSURANCE PROVISIONS

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### **3.1 CONTRACTOR'S IN-PLANT QUALITY ASSURANCE REQUIREMENTS**

#### **3.1.1 QUALITY ASSURANCE REQUIREMENTS**

The Contractor, the Contractor's manufacturing plant and organization shall be certified to the appropriate QS-9000/ISO 9000 series of standards.

### **3.2 INSPECTIONS**

#### **3.2.1 INSPECTION STATIONS**

Inspection stations shall be at the best locations to provide for the work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic, and other components and assemblies for compliance with the design requirements.

Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include underbody structure completion, body framing completion, body prior to paint preparation, water test before interior trim and insulation installation, engine installation completion, underbody dress-up and completion, bus prior to final paint touchup, bus prior to road test, and bus final road test completion.

#### **3.2.2 RESIDENT INSPECTOR**

##### **3.2.2.1 RESIDENT INSPECTOR ROLE**

The Procuring Agency shall be represented at the Contractor's plant by resident inspectors. They shall monitor, in the Contractor's plant, the manufacture of transit buses built under the procurement. The presence of these resident inspectors in the plant shall not relieve the Contractor of its responsibility to meet all of the requirements of this procurement. The Procuring Agency shall designate a primary resident inspector, whose duties and responsibilities are delineated in "Pre-Production Meetings" (Section 4.2.2.2); "Authority" (Section 4.2.2.3); and "Pre-Delivery Tests" (Section 4.3.2). Contractor and resident inspector relations shall be governed by the guidelines included as Attachment A to this Part 4. "Quality Assurance" Provisions.

##### **3.2.2.2 PRE-PRODUCTION MEETINGS**

The primary resident inspector shall participate in design review and pre-production meetings with the Procuring Agency. At these meetings the configuration of the buses and the manufacturing processes shall be finalized, and all contract documentation provided to the inspector.

No less than 30 (thirty) days prior to the beginning of bus manufacture, the primary resident inspector shall meet with the Contractor's quality assurance manager and shall conduct a pre-production audit

meeting. They shall review the inspection procedures and finalize inspection checklists. The resident inspectors may begin monitoring bus construction activities two weeks prior to the start of bus fabrication.

### **3.2.2.3 AUTHORITY**

Records and data maintained by the quality assurance organization shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one year after inspections and tests are completed.

The Contractor's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify that the buses conform to all specification requirements. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

Discrepancies noted by the resident inspector during assembly shall be entered by the Contractor's inspection personnel on a record that accompanies the major component, subassembly, assembly, or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures, or other conditions that cause articles to be in nonconformity with the requirements of the contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, the Procuring Agency shall approve the modification, repair, or method of correction to the extent that the contract specifications are affected.

The primary resident inspector shall remain in the Contractor's plant for the duration of bus assembly work under this contract. Only the primary resident inspector or designee shall be authorized to release the buses for delivery. The resident inspectors shall be authorized to approve the pre-delivery acceptance tests. Upon request to the quality assurance supervisors, the resident inspectors shall have access to the Contractor's quality assurance files related to this procurement. These files shall include drawings, assembly procedures, material standards, parts lists, inspection processing and reports, and records of defects.

### **3.2.2.4 SUPPORT PROVISIONS**

The Contractor shall provide office space for the resident inspectors in close proximity to the final assembly area. This office space shall be equipped with desks, outside and interplant telephones, file cabinet, chairs, and clothing lockers sufficient to accommodate the resident staff.

## **3.3 ACCEPTANCE TESTS**

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### **3.3.1 RESPONSIBILITY**

Fully-documented tests shall be conducted on each production bus following manufacture to determine its acceptance to the Procuring Agency. These acceptance tests shall include pre-delivery inspections and testing by the Contractor, and inspections and testing by the Procuring Agency after the buses have been delivered.

### **3.3.2 PRE-DELIVERY TESTS**

The Contractor shall conduct acceptance tests at its plant on each bus following completion of manufacture and before delivery to the Procuring Agency. These pre-delivery tests shall include visual and measured inspections, as well as testing the total bus operation. The tests shall be conducted and documented in accordance with written test plans, approved by the Procuring Agency.

Additional tests may be conducted at the Contractor's discretion to ensure that the completed buses have attained the desired quality and have met the requirements in "Technical Specifications" (Part 5). The Procuring Agency may, prior to commencement of production, demand that the Contractor demonstrate compliance with any requirement in "Technical Specifications" (Part 5), if there is evidence that prior tests have been invalidated by Contractor's change of supplier or change in manufacturing process. Such demonstration shall be by actual test, or by supplying a report of a previously performed test on similar or like components and configuration. Any additional testing shall be recorded on appropriate test forms provided by the Contractor and shall be conducted before acceptance of the bus.

The pre-delivery tests shall be scheduled and conducted with 30 (thirty) days notice so that they may be witnessed by the resident inspectors, who may accept or reject the results of the tests. The results of pre-delivery tests, and any other tests, shall be filed with the assembly inspection records for each bus. The underfloor equipment shall be available for inspection by the resident inspectors, using a pit or bus hoist provided by the Contractor. A hoist, scaffold, or elevated platform shall be provided by the Contractor to easily and safely inspect bus roofs. Delivery of each bus shall require written authorization of the primary resident inspector. Authorization forms for the release of each bus for delivery shall be provided by the Contractor. An executed copy of the authorization shall accompany the delivery of each bus.

#### **3.3.2.1 INSPECTION - VISUAL AND MEASURED**

Visual and measured inspections shall be conducted with the bus in a static condition. The purpose of the inspection testing is to verify overall dimensional and weight requirements, to verify that required components are included and are ready for operation, and to verify that components and subsystems that are designed to operate with the bus in a static condition do function as designed.

#### **3.3.2.2 TOTAL BUS OPERATION**

Total bus operation shall be evaluated during road tests. The purpose of the road tests is to observe and verify the operation of the bus as a system and to verify the functional operation of the subsystems that can be operated only while the bus is in motion.

Each bus shall be driven for a minimum of 15 (fifteen) miles during the road tests. Observed Defects shall be recorded on the test forms. The bus shall be retested when Defects are corrected and adjustments are made. This process shall continue until Defects or required adjustments are no longer detected. Results shall be pass/fail for these bus operation tests.

### **3.3.3 POST-DELIVERY TESTS**

The Procuring Agency may conduct acceptance tests on each delivered bus. These tests shall be completed within 15 (fifteen) days after bus delivery and shall be conducted in accordance with written test plans. The purpose of these tests is to identify Defects that have become apparent between the time of bus release and delivery to the Procuring Agency. The post-delivery tests shall include visual inspection and bus operations. No post-delivery test shall apply criteria that are different from the criteria applied in an analogous pre-delivery test (if any).

Buses that fail to pass the post-delivery tests are subject to nonacceptance. The Procuring Agency shall record details of all Defects on the appropriate test forms and shall notify the Contractor of acceptance, conditional acceptance, or nonacceptance of each bus within five days according to "Acceptance of Bus" (Section 2.3.1.5) after completion of the tests. The Defects detected during these tests shall be repaired according to procedures defined in "Contractual Provisions" (Part 2, "Repairs After Nonacceptance" (Section 2.3.2).

#### **3.3.3.1 VISUAL INSPECTION**

The post-delivery inspection is similar to the inspection at the Contractor's plant and shall be conducted with the bus in a static condition. Any visual delivery damage shall be identified and recorded during the visual inspection of each bus.

#### **3.3.3.2 BUS OPERATION**

Road tests will be used for total bus operation similar to those conducted at the Contractor's plant. In addition, the Procuring Agency may elect to perform chassis dynamometer tests. Operational deficiencies of each bus shall be identified and recorded.

### **3.4 GUIDE FOR INSPECTION**

#### ***ATTACHMENT A: NEW BUS MANUFACTURING INSPECTION GUIDELINES***

This attachment was developed by the American Public Transit Association (APTA) Bus Equipment and Maintenance Committee and is intended as a Guideline for use by transit systems (Procuring Agency) and vehicle manufacturers (Contractors).

Two lists are included to reflect the expectations of both the transit system and the vehicle manufacturer.

### Pre-Building Phase

Bus Manufacturers Expectations	Transit System Expectations
<ol style="list-style-type: none"> <li>1. Contract/Transit system inspectors must be given all contract documentation before beginning inspection process.</li> <li>2. Bus manufacturers inspection process should be reviewed at preproduction audit meeting. Inspectors should be present and understand the difference between various manufacturers processes. At least one key customer and manufacturer representative should be present that will follow the entire procurement from start to finish.</li> <li>3. When change orders are required, they need to be made as early in the process as possible. Six months before building starts, whenever possible. If change orders have an impact on delivery schedule, consideration should be given to a delivery schedule revision.</li> <li>4. Transit system inspection forms should be provided to manufacturers prior to the build so that the manufacturer will know the items the customer believes are critical. The inspection forums should be provided to the manufacturer after completion so that the defects to be corrected can be identified.</li> <li>5. If transit system requires sole source components, transit system should obtain assistance for first installation of new components.</li> <li>6. Transit system should have a decision maker at the preproduction audit meeting.</li> <li>7. Transit system should make every effort to inform manufacturers of what they want. Hidden agenda items buried in contract do not promote the cooperative environment desired.</li> <li>8. Agree on what constitutes a line shut down before build begins.</li> </ol>	<ol style="list-style-type: none"> <li>1. Manufacturers should have a formal, approved Quality Assurance (QA) Program, and must adhere to the program! Program must identify senior QA person. QA program must be an integral part of the company's ISO 9000 certification to be effective January 1, 1999. Any changes in approved program must be resubmitted to transit system for approval.</li> <li>2. Preproduction audit meeting with transit system. <ul style="list-style-type: none"> <li>• Representatives from contracts, engineering, quality, and production should be represented</li> <li>• Manufacturers should improve communication between own departments regarding contract requirements</li> <li>• Must have formal sales release to review at the meeting and provide final sales release prior to production</li> <li>• Manufacturers should not use meeting to sell parts</li> <li>• Manufacturers should supply test information and other documents required to meet expectations.</li> </ul> </li> <li>3. Manufacturers should have application and installation approvals from suppliers whenever possible. <ul style="list-style-type: none"> <li>• On installations of new major components, sub-supplier must be present at initial production.</li> </ul> </li> <li>4. Manufacturers should read and understand the <u>specification</u> prior to bid! Specification clarification should be made during the approved equals process. Ask questions at prebid meetings</li> <li>5. Manufacturers service representative should be involved with preproduction audit meeting and initial production and/or at final acceptance.</li> <li>6. Prior to build—bus manufacturer should be able to provide to the transit system a complete Bill of Material for the bus to be built.</li> </ol>

Process During Building Phase

Bus Manufacturers Expectations	Transit System Expectations
<ol style="list-style-type: none"> <li>1. Need one person as primary inspector from start to finish of process. The primary inspector should be included in the design review process and preproduction meetings. Consistency is very important. First or second bus should stay at manufacturer's location as a quality standard and be delivered last.  Rotation of personnel with different expectations/standards causes difficulties.</li> <li>2. Adequate number of experienced inspectors should be available to prevent production line movement delays.</li> <li>3. Inspectors should be available to support the manufacturing effort Monday through Friday, consistent with the manufacturers production personnel hours.</li> <li>4. Inspections should be conducted in a cooperative, professional manner. Must <u>want</u> to solve problems.</li> <li>5. Only one person should be able to make STOP SHIP calls and <u>reason</u> for the STOP SHIP <u>must</u> be immediately available. STOP SHIP must be in writing.</li> <li>6. Problems identified should be brought to the attention of the manufacturer at the stage when they occur rather than at a future stage or when the vehicle is complete.</li> </ol>	<ol style="list-style-type: none"> <li>1. Resident inspector should have access to a complete set of engineering drawings and documents for the bus being built. Engineering or manufacturing changes must be formally documented and included in documents provided to transit systems.</li> <li>2. Manufacturers should maintain build schedule if possible. Changes in build schedule and requests for overtime and weekend work must be communicated as early as possible.</li> <li>3. Buses should not be presented for final buy-off (inspection) that are not ready or complete.</li> <li>4. Manufacturers should have formal internal/external communications process and feedback of inspection problems and resolutions. Manufacturers should provide early resolution of problems identified by inspectors. QA procedures must be revised to reflect problem correction.</li> <li>5. Attitude of manufacturers and QA personnel is important. Remember who the customer is. However, there must be mutual respect.</li> <li>6. Transit system is not responsible for redesigning the bus, correcting problems or manufacturer quality. They <u>audit</u> only. Should not need a <u>learning</u> period for manufacturers to determine acceptable quality standards.</li> <li>7. Buses should be identical and interchangeable within an order unless approved by transit system.</li> <li>8. Inspection work should be spread evenly during the workday to the extent possible.</li> </ol>

**Post Building Phase**

Bus Manufacturers Expectations	Transit System Expectations
<ol style="list-style-type: none"><li>1 Increase the rate of the final acceptance process at the transit system after delivery to improve payment process</li><li>2 On property final acceptance inspection should be primarily for shipping damage and defects that occur during shipment. Complete vehicle inspection with criteria different from that used at the plant should not be done.</li></ol>	<ol style="list-style-type: none"><li>1. Defects noted at property final inspection should be repaired in a timely and acceptable manner.</li></ol>

## 4 WARRANTY PROVISIONS

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## **4.1 BASIC PROVISIONS**

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### **4.1.1 WARRANTY REQUIREMENTS**

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#### **4.1.1.1 CONTRACTOR WARRANTY**

Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor. Consistent with this requirement, the Contractor warrants and guarantees to the original Procuring Agency each complete bus, and specific subsystems and components as follows.

#### **4.1.1.2 COMPLETE BUS**

The complete bus, propulsion system, components, major subsystems, and body and chassis structure, are warranted to be free from Defects and Related Defects for one year or 36,000 miles, whichever comes first, beginning on the date of acceptance, or conditional acceptance of each bus under "Acceptance of Bus" (2.3.1.5). The warranty is based on regular operation of the bus under the operating conditions prevailing in the Procuring Agency's locale.

#### **4.1.1.3 BODY AND CHASSIS STRUCTURE**

Body, body structure, and structural elements of the suspension are warranted to be free from Defects, Related Defects, and to maintain structural integrity as indicated in the Component Warranty Worksheet.

Primary load carrying members of the bus structure, including structural elements of the suspension, are warranted against corrosion failure and/or fatigue failure sufficient to cause a Class 1 or Class 2 failure for the period as indicated in the Component Warranty Worksheet.

#### **4.1.1.4 PROPULSION SYSTEM**

Propulsion system components, specifically the engine, transmission and drive and non-drive axles shall be warranted to be free from Defects and Related Defects for the period as indicated in the Component Warranty Worksheet. Propulsion system manufacturer's standard warranty, delineating items excluded from this warranty, submitted in accordance with "Offeror Communications and Requests" (Section 1.1.2.2 of Procuring Agency's solicitation), is attached.

#### **4.1.1.5 MAJOR SUBSYSTEMS**

Major subsystems shall be warranted to be free from Defects and Related Defects, for the period as indicated in the Component Warranty Worksheet. Major subsystem manufacturers standard warranty, delineating items excluded from this warranty, submitted in accordance "Offeror Communications and Requests" (Section 1.1.2.2 of Procuring Agency's solicitation), is attached. Items included as Major Subsystems are listed below:

Brake system  
Destination signs

Heating, Ventilating, and Air conditioning system  
Door systems  
Air compressor and dryer  
Wheelchair lift and ramp system  
Starter Alternator

#### **4.1.1.6 EXTENSION OF WARRANTY**

If, during the warranty period, repairs or modifications on any bus, made necessary by defective design, materials or workmanship are not completed due to lack of material or inability to provide the proper repair for 30 (thirty) calendar days, the applicable warranty period shall be extended by the number of days equal to the delay period.

#### **4.1.2 VOIDING OF WARRANTY**

The warranties shall not apply to the failure of any part or component of the bus that directly results from misuse, negligence, accident, or repairs not conducted in accordance with the Contractor provided maintenance manuals and with workmanship performed by adequately trained personnel in accordance with recognized standards of the industry. The warranty shall also be void if the Procuring Agency fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the Contractor's maintenance manuals and that omission caused the part or component failure. Procuring Agency shall maintain documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.

#### **4.1.3 EXCEPTIONS AND ADDITIONS TO WARRANTY**

The warranties shall not apply to the following items scheduled maintenance items, normal wear-out items, and items furnished by the Procuring Agency, except insofar as such equipment may be damaged by the failure of a part or component for which the Contractor is responsible.

The warranties shall not apply to components and major subsystems specified by the Procuring Agency, and required by the Procuring Agency to be installed on the bus by the Contractor, if the following conditions apply: the Procuring Agency has rejected the Contractor's requests for approved equal under "Offeror Communications and Requests" (Section 1.1.2.2 of Procuring Agency's solicitation), and the component or major subsystem supplier declines to participate in this warranty; and the Contractor notifies the Procuring Agency in writing with, or before submitting, Contractor's original Offer. The Contractor shall pass on to the Procuring Agency any warranty, offered by a component supplier, that is superior to that required herein.

#### **4.1.4 DETECTION OF DEFECTS**

If the Procuring Agency detects a Defect within the warranty periods defined in "Warranty Requirements" (Section 4.1.1), it shall within 20 (twenty) working days, notify the Contractor's representative. Within five working days after receipt of notification, the Contractor's representative shall either agree that the Defect is in fact covered by warranty, or reserve judgment until the subsystem or component is inspected by the Contractor's representative or is removed and examined

at the Procuring Agency's property or at the Contractor's plant. At that time, the status of warranty coverage on the subsystem or component shall be mutually resolved between the Procuring Agency and the Contractor. Work shall commence to correct the Defect within 2 (two) working days after receipt of notification and shall be conducted in accordance with "Repairs by Contractor" (Section 4.2.2).

#### **4.1.5 SCOPE OF WARRANTY REPAIRS**

When warranty repairs are required, the Procuring Agency and the Contractor's representative shall agree within two working days after notification on the most appropriate course for the repairs and the exact scope of the repairs to be performed under the warranty. If no agreement is obtained within the two-day period, the Procuring Agency reserves the right to commence the repairs in accordance with "Repairs by Procuring Agency" (Section 4.2.3).

#### **4.1.6 FLEET DEFECTS**

##### **4.1.6.1 OCCURRENCE AND REMEDY**

A fleet defect is defined as cumulative failures of any kind in the same components in the same or similar application where such items covered by the warranty and such failures occur in the warranty period in the specified proportion of the buses delivered under this contract. For deliveries of over 50 buses, the proportion shall be 20 (twenty) percent. For deliveries of 4 (four) to 49 (forty-nine) buses the proportion shall be 25 (twenty-five) percent.

The Contractor shall correct a fleet defect under the warranty provisions defined in "Repair Procedures" (Section 4.2). After correcting the Defect, the Procuring Agency and the Contractor shall mutually agree to and the Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same Defect in all other buses and spare parts purchased under this contract. Where the specific Defect can be solely attributed to particular identifiable part(s), the work program shall include redesign and/or replacement of only the defectively designed and/or manufactured part(s). In all other cases, the work program shall include inspection and/or correction of all of the buses in the fleet via a mutually agreed to arrangement.

##### **4.1.6.2 EXCEPTIONS TO FLEET DEFECT PROVISIONS**

The fleet defect warranty provisions shall not apply to Procuring Agency-supplied items such as fare boxes, radio and fare collection equipment, communication systems, and tires.

Fleet defect warranty provisions shall not apply to components and major subsystems specified by the Procuring Agency and required by the Procuring Agency to be installed on the bus by the Contractor, if the following conditions apply: the Procuring Agency has rejected the Contractor's requests for approved equal under "Offeror Communications and Requests" (Section 1.1.2.2 of Procuring Agency's solicitation) and the component or major subsystem supplier declines to participate in this warranty; and the Contractor notifies the Procuring Agency in writing with, or before submitting, Contractor's original Offer. The Contractor shall pass on to the Procuring Agency any warranty, offered by a component supplier, that is superior to that required herein.

## **4.2 REPAIR PROCEDURES**

### **4.2.1 REPAIR PERFORMANCE**

The Contractor is responsible for all warranty-covered repair work. To the extent practicable, the Procuring Agency will allow the Contractor or its designated representative to perform such work. At its discretion, the Procuring Agency may perform such work if it determines it needs to do so based on transit service or other requirements. Such work shall be reimbursed by the Contractor.

### **4.2.2 REPAIRS BY CONTRACTOR**

The Contractor or its designated representative shall begin work on warranty-covered repairs, within five calendar days after receiving notification of a Defect from the Procuring Agency. The Procuring Agency shall make the bus available to complete repairs timely with the Contractor repair schedule.

The Contractor shall provide at its own expense all spare parts, tools, and space required to complete repairs. At the Procuring Agency's option, the Contractor may be required to remove the bus from the Procuring Agency's property while repairs are being effected. If the bus is removed from the Procuring Agency's property, repair procedures must be diligently pursued by the Contractor's representative.

*All repairs by Contractor are to be completed promptly. Contractor is required to notify city representative within 24 hours after receiving bus of the progress of repairs and the expected length of time for repairs. Contractor shall complete minor repairs within 48 hours after receiving bus. Major repairs (engine, drive line, transmission) shall be completed within 96 hours after receiving the bus. If Contractor experiences difficulties beyond their control which prohibit completion of repairs within this time frame, Contractor and City shall agree on time line for repairs.*

*Contractor shall have local warranty centers for all warranty components not being provided by them. In case of multiple warranty sites, it is the Contractor's responsibility to locate the nearest acceptable site to the maintenance facility. The Contractor shall be responsible for costs to transport the vehicle to and from the warranty site in an efficient and timely manner.*

### **4.2.3 REPAIRS BY PROCURING AGENCY**

#### **4.2.3.1 PARTS USED**

If the Procuring Agency performs the warranty-covered repairs, it shall correct or repair the Defect and any Related Defects utilizing parts supplied by the Contractor specifically for this repair. At its discretion, the Procuring Agency may use Contractor-specified parts available from its own stock if deemed in its best interest. Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this warranty shall be submitted by the Procuring Agency to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these reports.

#### **4.2.3.2 CONTRACTOR SUPPLIED PARTS**

The Procuring Agency may require that the Contractor supply new parts for warranty-covered repairs being performed by the Procuring Agency. These parts shall be shipped prepaid *overnight* to the Procuring Agency from any source selected by the Contractor within 2 (*two*) working days of receipt of the request for said parts. Parts supplied by the Contractor shall be Original Equipment Supplier (OEM) equivalent or superior to that used in the bus original manufacture.

#### **4.2.3.3 DEFECTIVE COMPONENTS RETURN**

The Contractor may request that parts covered by the warranty be returned to the manufacturing plant. The total cost for this action shall be paid by the Contractor. Materials should be returned in accordance with Contractor's instructions.

#### **4.2.3.4 FAILURE ANALYSIS**

The Contractor shall, upon specific request of the Procuring Agency, provide a failure analysis of fleet defect- or safety-related parts, or major components, removed from buses under the terms of the warranty, that could affect fleet operation. Such reports shall be delivered within 60 (sixty) days of the receipt of failed parts.

#### **4.2.3.5 REIMBURSEMENT FOR LABOR**

The Procuring Agency shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the Defect by \$57.50, plus the cost of towing in the bus if such action was necessary and if the bus was in the normal service area. These wage and fringe benefit rates shall not exceed the rates in effect in the Procuring Agency's service garage at the time the Defect correction is made.

#### **4.2.3.6 REIMBURSEMENT FOR PARTS**

The Procuring Agency shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the Defect. The reimbursement shall be at the current price at the time of repair and shall include taxes where applicable and 15 (fifteen) percent handling costs.

#### **4.2.3.7 REIMBURSEMENT REQUIREMENTS**

The Contractor shall reimburse the Procuring Agency for warranty labor and/or parts within 60 (sixty) days of receipt of warranty claim.

### **4.2.4 WARRANTY AFTER REPLACEMENT/REPAIRS**

If any component, unit, or subsystem is repaired, rebuilt or replaced by the Contractor, or by the Procuring Agency with the concurrence of the Contractor, the component, unit, or subsystem shall have the unexpired warranty period of the original. Repairs shall not be warranted if Contractor-provided or authorized parts are not used for the repair; unless the Contractor has failed to respond within five days, in accordance with "Scope of Warranty Repairs" (Section 4.1.5).

The warranty on items determined to be fleet defects as defined in Section 4.1.6.1 shall be extended for the time and/or miles of the original warranty remaining at the time the fleet defect was identified. This extended warranty shall begin on the repair/replacement date for corrected items on each bus.

## 5 TECHNICAL SPECIFICATIONS

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## 5.0 - TECHNICAL SPECIFICATION PROVISIONS

### 5.1- GENERAL SCOPE

It is the intent of the following specifications to describe six (6) paratransit, disabled accessible buses.

YES NO

Three (3) of the buses shall not exceed 22' in length and have seating capacity for a minimum of eight (8) forward facing, seated passengers while providing a minimum of two (2) forward facing wheelchair positions. Each wheelchair position shall include a flip down seat that can accommodate two (2) additional passengers (per wheelchair position) when a wheelchair position is not occupied allowing for a total of twelve ambulatory passengers.

X

One (1) buses shall not exceed 24' in length and shall be the same as described above with the following exceptions:

25'

X

Per Addendum

Must be able to accommodate up to four (4) forward facing wheelchair positions while providing seating for a minimum of six (6) ambulatory passengers.

X

Must provide a minimum of fourteen (14) forward facing ambulatory seats when all wheelchair positions are unoccupied.

X

Two (2) buses shall not exceed 35' in length and provide seating for a minimum of thirty-three (33) ambulatory passengers, with the ability to seat twenty-seven (27) ambulatory passengers while providing a minimum of two (2) forward facing wheelchair positions. The wheelchair positions shall include two (2) flip down seats that can accommodate a minimum of six (6) additional passengers when the wheelchair positions are not occupied.

X

The vehicle(s) have passed ALTOONA testing procedures. Testing documentation shall be provided with proposal.

X

Request for approved equal

## 5.2 - BODY

### Section 5.2.1 - Body - Dimensions/Weights

Requirements: (12) and (14) Passenger Buses, 20' to 24' In Length <sup>25'</sup>

**Axle weight shall be rated as follows:**

	YES	NO
Front - 4,300 pounds minimum ✓	<u>X</u> ✓	_____
Rear - 8,600 pounds minimum. Each bus shall have a maximum of two axles. ✓	<u>X</u> ✓	_____
Gross Vehicle Capacity - Maximum 14,050 lbs. Include certification that the GVWR will not be exceeded with all amenities and a full complement of passengers. ✓	<u>X</u> ✓	_____
Rear Axle Ratio - Lowest (ratio) available for vehicle with capability of vehicle attaining a minimum sustained highway speed of 65 MPH. ✓	<u>X</u> ✓	_____
Rating of front coil springs shall not exceed the front axle GVWR. ✓	<u>X</u> ✓	_____
Vehicle Height - Maximum 113", antennas not included. ✓	<u>X</u> ✓	_____
Interior Height - 74" minimum. ✓	<u>X</u> ✓	_____
Exterior width excluding wheelwells and bumpers - 96" maximum. ✓	<u>X</u> ✓	_____
Interior width between wheelwells shall be flat floor wall-to-wall. ✓	<u>X</u> ✓	_____

ADDENDUM 1

Request for approved equal.

**SECTION 5.2.2 - BODY - EMERGENCY EQUIPMENT**

**REQUIREMENTS:**

	YES	NO
No less than a 16-unit first aid kit in a 9.5" x 6.5" kit shall be furnished in accordance with Arizona Department of Public Safety Standards. ✓	<u>X</u>	<u>      </u> ✓
A 5 lb., 2A 10 BC rating extinguisher shall be furnished and mounted in the vehicle. ✓	<u>X</u>	<u>      </u> ✓
Each vehicle shall contain 3 State of Arizona approved bi-directional warning reflectors. Kit shall be mounted in a readily accessible position to driver. ✓	<u>X</u>	<u>      </u> ✓

Request for approved equal.

Section 5.2.3 - Body - Doors, Exits and Steps

Requirements:

YES NO

The ambulatory entrance doors shall be electrically operated and a minimum of thirty-four (34) inches wide with no obstructions for the passengers. Stairwells shall be straight with no angles or curves. There shall be a continuous handrail for use on all steps. Door shall not extend below step frame. Door shall be sealed to body and stepwell by a minimum of 1.5 inch wide flexible soft rubber. Door must be 2-piece (two) outward opening folding leaf-type panic door with glass in top and bottom, 50% light transmittant.

X

The top of the entrance doors above the lift platform in its up position shall be a minimum 68 inches with no cross bars lower than the top of the door, to permit easy entry of standing passengers who use the lift. No protrusions or body extensions shall be added that would detract from the normal appearance of the vehicle roof-lines without approval from the City (technical literature and/or detailed drawings/photographs of designs must be provided to the City for evaluation prior to or at the pre-bid conference).

X

Stepwells shall be heavy duty; continuous flow welded steel, reinforced to prevent deflection. The preferred step risers shall be 9" high x 9" deep and in no case can they exceed a depth to height ratio of 3 to 4. Bottom entrance step shall not exceed 11.5 nominal inches from street level. Entrance step shall be sufficiently illuminated and meet minimum ADA requirements.

X

The rear emergency door shall be an outward opening door bearing the words "Emergency Exit" in plain view of all passengers with simplified operational procedures. The doors shall have glass panels on the top and bottom with 50% light transmitting titanium tint. A minimum of three (3) emergency exits marked "emergency exit" in the passenger area shall be provided. The driver's door does not constitute an emergency exit.

X

No interior walls, soled objects or obstructions in front of the modesty panel by the passenger entrance steps that may obstruct the driver's view out of the right side of the bus.

X

Passenger Signal - Have a passenger signal pull cord with stop request light and bell. Incorporate pull cord below window in wheelchair area.

X

Request for approved equal.

Section 5.2.4 - Body - Floor

Requirements:

YES NO

Flat Floor - Minimum-flooring standards shall be continuous plywood floor applied over a metal sub-floor, including the wheelwells, and securely fastened to the frame. The plywood shall be a minimum 3/4", 7-ply marine grade, manufactured in conformance with U.S. Product Standard PS 1-74 for Construction and Industrial Plywood. The wheelchair position and stanchion mountings shall be supplemented with a steel plate or other stabilizing materials to insure the stability of the installations.

X

Floor covering shall be black transit grade rubber flooring, 3/16" ribbed in the aisle and 1/8" smooth under seat standard. Driver's area shall be covered with sound deadening, non-skid black floor mat that limits sound level at the driver's ear to 78-80 DBA. Butt joint of the aisle rubber to the smooth rubber is acceptable.

X

Floor covering shall be bonded to the floor with waterproof sealers. The covering must not crack when subjected to sudden temperature changes.

X

Step tread edges, including floor level, shall be covered with integrally molded nosing. All step edges shall have a 2" side white band running the full width of the step.

X

Request for approved equal.



# Solicitation Addendum One (1)

## IFB 04-15

### Paratransit Buses

CITY OF GLENDALE  
Materials Management  
6829 North 58th Drive, Suite 202  
Glendale, Arizona 85301-2599

#### Section 5.2.5 - Body – General (Revised 5/04/04)

#### Requirements:

YES NO

It is the intent of this portion of the specifications to describe a basic body with appurtenances to meet the requirements of the end user. The following items are representative of the minimum requirements of the buses. For buses 25' and under, bus style shall be cutaway type/style.

X \_\_\_\_\_

All components shall be of adequate design and shall be of sufficient strength and safety factor to support the entire weight of a complete bus when fully loaded on its sides or top without undue damage to the body structure. The body shall have sufficient frame members in the roof structure and corners to provide adequate safety and to resist damage on impact.

X \_\_\_\_\_

The frame shall be constructed to provide maximum customer protection from rollover or accidents. The frame shall be attached to the chassis or be an integral body and chassis construction.

X \_\_\_\_\_

All joints and must be completely painted with a rust resistant primer.

X \_\_\_\_\_

Exterior seams shall be constructed so as to shed water, i.e., the leading panel shall be lapped over the following panel and in no case shall the sealing of the panels be dependent on caulking alone.

X \_\_\_\_\_

All exterior joints and seams shall be protected by the application of caulking compound of zinc chromate type, butyl rubber type or approved equal.

X \_\_\_\_\_

All nuts, bolts, clips, washers, clamps and like fasteners shall be zinc and cadmium plated or phosphate coated to prevent corrosion. All interior fasteners shall have a smooth finish with no rough edges.

X \_\_\_\_\_

Request for approved equal.



**Solicitation Addendum One (1)**  
**IFB 04-15**  
**Paratransit Buses**

CITY OF GLENDALE  
Materials Management  
6829 North 58th Drive, Suite 202  
Glendale, Arizona 85301-2599

Section 5.2.5 (continued) - Body - General (Revised 5/04/04)

REQUIREMENTS:	YES	NO
Access doors shall be provided for servicing transmission, engine, radiator and batteries. <input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
The intent of the body structure specifications is to specify a structure, which shall meet or exceed Altoona testing requirements and the Federal Motor Vehicle Safety Standards structural requirements of: 108 - Lights; 125 - Warning devices; 207 - Seating; 208 - Occupant crash protection; 209 - Seat belt assembly; 210 - Seat belt anchorage; 214 - Side impact; 217 - Bus window retention and release; 220 - Bus rollover; 221 - Bus body joint strength; 301 - Fuel system integrity; 302 - Flammability of interior materials. <input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Front and rear mud flaps shall be installed and approved by the city. <input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Bumpers shall be installed on the front and rear. <input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
The bumper shall be shielded to prevent hitching by pedestrians. <input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Insulation in sides, rear and roof shall be a minimum R-5.5 thermo-barrier and sound absorption. <input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

Request for approved equal.

Section 5.2.6 - Body - Mirrors

Requirements:

YES NO

Interior Mirror - A rearview mirror of not less than 6 x 16 inches shall be installed for the driver's view of coach interior. ~~Mirror shall be mounted on a dual swivel point.~~

X \_\_\_\_\_

Outside Rearview Mirror - Mirrors shall be low mount types (below eye level), mounted left and right. ~~Mirror to be not less than 6 x 9 inches, with split bottom convex wide-angle mirrors to be furnished with each bus.~~

X \_\_\_\_\_

The City shall approve mirrors and mirror mountings.

X \_\_\_\_\_

Request for approved equal.

Section 5.2.7 - Body - Miscellaneous

Requirements:

YES NO

The hood shall have a release located in the interior of the bus in close proximity to operator. ✓

X \_\_\_\_\_

All doors shall be fitted with a key-operated lock except for driver-controlled (electric or air) passenger entrance doors, which cannot be opened from the outside when in the closed position. ✓

X \_\_\_\_\_

Headlamps shall be of the halogen-type for extra visibility and safety. ✓

X \_\_\_\_\_

Tow hooks shall be mounted to chassis frame and adequately braced, two (2) in front or rear of sufficient strength to support one and one half times the G.V.W. rating of the bus. ✓ They are to be properly installed so that the bus can be safely towed without damage to the bus and bumpers. Towing procedures shall be included with the approved equals. ✓

X \_\_\_\_\_

Option: Tilt-style front end. Hood and fenders to flip forward away from the bus to allow better access to the engine area. ✓

Not Available

Request for approved equal.

Section 5.2.8 - Body - Paint, Trim and Signage

Requirements:

YES NO

The bidder shall, as a minimum, provide a low VOC coating system that meets the following minimum requirements ~~X~~

X \_\_\_\_\_

Primer - Corrosion resistant primer that is compatible with the basecoat/clearcoat system. ~~X~~

X \_\_\_\_\_

Basecoat/Clearcoat System - Two part system basecoat/clearcoat low VOC, air dry, stain resistant polyurethane enamel that is ultraviolet light resistant. The system shall have hardness, abrasion resistance, gloss retention, flexibility, chip resistance, and good adhesion characteristics. The coating shall exhibit resistance to humidity, corrosive atmospheres, mineral and organic acids, alkalis, solvents, detergents and typical vehicle fuels, lubricants and hydraulic fluids. The clearcoat shall contain an anti-graffiti agent and withstand repeated cleaning and be resistant to penetration and staining by paints and markers commonly used for graffiti and permit graffiti to be easily removed with the appropriate cleaning agents. ~~X~~

X \_\_\_\_\_

The vehicle shall be painted to be compatible with PPG 2185 White. Matching White Gelcoat on the coach will be acceptable ~~X~~

X \_\_\_\_\_

Vehicle shall contain signs inside that indicate:

1. Seats toward the front of vehicle shall be reserved for persons with disabilities. ~~X~~
2. No firearms or weapons allowed on the bus ~~X~~
3. No food or drinks allowed on the bus. ~~X~~
4. Shirts and shoes must be worn ~~X~~
5. Driver does not make change. ~~X~~

X \_\_\_\_\_

All emergency exits are to be marked with red lettering on white background. ~~X~~

X \_\_\_\_\_

Two destination signs, electric roller type: one in front header and one on the boarding side of the vehicle. Both are to be illuminated. Signs are to read, ~~X~~

"Out of Service", "Charter" and "Special" in addition to "Bus #1" through "Bus #15", "GUS", "GUS 1", "GUS 2", "GUS 3", "GUS 4", "Route 70" and "Luke Link". ~~X~~

X \_\_\_\_\_

Each securement location shall have a sign designating it as such. ~~X~~

X \_\_\_\_\_

Section 5.2.8 - Body - Paint, Trim and Signage (Continued)

Requirements:

YES NO

Characters on signs to meet specifications, width-to-height ratio between 3:5 and 1:1 and a stroke width-to-height ratio between 1:5 and 1:10, with a minimum character height (using an upper case "X") of 5/8 inch with "wide" spacing and shall contrast with the background.

X \_\_\_\_\_

Section 5.2.9 - Body - Operator Seat

Requirements:

Driver's seat shall be Recaro Model LXF ~~X~~ power with folding armrest, mounted on vehicle's OEM 6-way power base. ~~X~~ Fabric shall be gray in center and blue on the outside or approved equal.

X \_\_\_\_\_

Driver's seat shall be equipped with a quick release type retractable lap ~~X~~ and shoulder belt.

X \_\_\_\_\_

Driver' seat shall have a mesh style map pocket holder mounted on the ~~X~~ backside of the seat.

X \_\_\_\_\_

Fabric colors and design shall require City approval. ~~X~~

X \_\_\_\_\_

Request for approved equal.

**Section 5.2.10 - Body - Passenger Seats****Requirements:****YES NO**

Passenger seating shall be Freedman Featherweight mid-high seating, or approved equal, heavy-duty cushioned fabric seating with padded grab handles. *aisle side only* X Approved

Forward facing foldaway seats with seatbelts shall be located at each wheelchair position. The forward facing foldaway seat shall be the same width as the fixed passenger seats and shall not protrude into the aisle by more than 1 inch. X

All passenger seats shall be equipped with retractable belts, the longest available, which is an integral part of the seat. X

Seat shall be upholstered with Firth fabric, Wholesworth, Kingsplush or equal in a gray and blue pattern to match driver seat. X

Aisle seats shall have U.S. folding armrests or approved equal for 20' to 24' buses. X

All seats shall be individually contoured and provide a minimum 17.5 inch width for each passenger. X

All materials shall meet FMVSS302 and UL 790 Flammability tests. X

All forward-facing seats shall be installed with a minimum hip-to-knee dimension of 28 inches. X

Aisle width shall be a minimum of 14 inches in passenger area. X

Energy absorbing safety provisions on seat backs shall be provided internally, without any external back pads to provide low maintenance. X

Pedestal shall be a minimum of 4 inches inboard of the outer extremity of the seat and stainless steel. X

Passenger seat back shall be covered with a high impact molded plastic outer back panel and be energy absorbent. X

Seating arrangement and configuration shall require City approval. X

Passenger Seats, Foldaway Seats: Seats shall incorporate a grab handle for wheelchair passengers, when seat is in folded position. X

Request for approved equal.

Section 5.2.11 - Body - Stanchions, Handrails and Guardrails

Requirements:	YES	NO
An entrance door modesty panel and stanchion post shall be provided at rear of stepwell. Post shall be padded. ✓	<u>X</u>	<u>      </u>
Clearance between modesty panel and first passenger seat shall be at least 28 inches measured from panel to front face of seat back at cushion height. ✓	<u>X</u>	<u>      </u>
A grab rail, as long as practical, shall be installed in the front entrance doorway, solidly attached on the left and right side to allow persons to grasp the rail from outside the vehicle while starting to board and continue using the grab rails throughout the boarding process. ✓	<u>X</u>	<u>      </u>
Handrails shall be provided for the wheelchair occupants positioned in the retainment area. ✓	<u>X</u>	<u>      </u>
All stanchions and handrails shall be 1.25-inch stainless steel. ✓	<u>X</u>	<u>      </u>
Safety stanchions shall be padded. ✓	<u>X</u>	<u>      </u>
Overhead handrail(s) shall be provided and will be continuous except for a gap at the rear doorway. ✓	<u>X</u>	<u>      </u>
Handrails and stanchions shall be sufficient to permit safe boarding, on-board circulation, seating and standing assistance, and alighting by persons with disabilities. ✓	<u>X</u>	<u>      </u>

5.2.12 - Fare Box

Fare box to be installed so that it does not impair the driver's vision of the roadway at any angle. Fare box must be readily available for passengers and located in driver's vision. Each vehicle is to have two (2) money cylinders. All cylinders are to be keyed the same and all vaults are to be keyed the same, however the cylinders and vaults are not to be keyed alike. Preferred fare box – Diamond Manufacturing Model E-5 or equivalent, must be approved. Each vault to have two (2) keys and each cylinder to have two (2) keys. ✓	<u>X</u>	<u>      </u>
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Request for approved equal.

Section 5.2.13 - Body - Storage

Requirements:

YES NO

Parcel rack shall have three (3) solid shelves 24" deep by 28" wide with 4-inch high retaining lips, flush mounted to rack front, sides and rear. ✓  
Shelves to be angled 25° lower in back than front.

X \_\_\_\_\_

Retaining bar shall be installed on both sides approximately 6 inches above the top of the retaining lip.

X \_\_\_\_\_

Parcel rack shall not block the operator's view of the passengers and shall be located directly behind the wheelchair lift area.

X \_\_\_\_\_

There shall be a boxed-in drawer-style storage enclosure a minimum of 16 inches high by 22 inches deep and 22 inches wide, capable of being locked, built under the storage rack..

X \_\_\_\_\_

Half-inch (1/2") mesh metal or aluminum screen, silver in color, shall be on both sides and rear of parcel rack.. All edges must be smooth.

X \_\_\_\_\_

Mesh style map holder shall be mounted on the driver's door<sup>DEM</sup> and backside of driver's seat. X

X \_\_\_\_\_

Section 5.2.14 - Body - Sun Visor

Requirements:

The driver's side door shall be equipped with a double arm adjustable 6" x 30", ✓  
1/8 smoked plexiglass sun visor for both the windshield and side window.

X Per Addendum

Request for approved equal.

Section 5.2.15 - Body - Undercoating

Requirements:

The entire underside of the body, including floor members, side panels below floor level, front and rear fenders, shall be undercoated.

YES NO

X

Undercoating material shall be non-flammable resin-type material, polyoleum, or equivalent, applied at time of manufacture.

X

Section 5.2.16 - Body - Windows

Requirements:

Transit style "T" sliding windows shall be provided along the full length of each side of the passenger compartment and in all doors.

X

The driver's door window shall open and be fully operational.

X

All passenger windows shall be tinted with Llumar titanium limo tint or with OEM tinting with a maximum light transmission of 10%. <sup>ABS</sup> ✓

X

X

The windshield and driver's window shall meet OEM standards with single density tint. Driver window and passenger door glass shall be AS2. <sup>OEM</sup> ✓

X

X

To increase passenger compartment ventilation, a Tran-spec system with ventilator is to be installed.

X

X

Lift entrance door windows shall be the same length (top to bottom) as the body passenger windows. The width shall be as wide as the doors allowing minimal room for the window frame.

X

X

24" x 30" or 29" x 41"

See elevations  
Aug.

Request for approved equal.

### 5.3 - CHASSIS

#### Section 5.3.1 - Chassis - Brakes

##### REQUIREMENTS:

YES NO

Service brakes shall be dual power assisted hydraulic, disc front and drum rear or full disc system. Braking system shall be adequate for the GVWR of the vehicle. No air brake system. ✓ X

X

Parking brake shall be driver activated rear wheel brakes or drive line and shall be capable of stopping the vehicle at a deceleration rate equivalent to a stop within fifty (50) feet from a speed of twenty (20) miles per hour on a dry pavement with a full seated load. ✓ X

X

Transmission or brake interlock system shall conform to all ADA requirements and shall prevent the movement of the coach while the wheelchair/lift door is open. The interlock mechanism shall be located in the wheelchair/lift door area and shall engage when the doors open. X

X

↓  
w/c only

Request for approved equal.

Section 5.3.2 - Chassis - Engine

Requirements:

YES NO

Engine shall be diesel, four cycle, with a cubic inch displacement that meets the design profile and GVWR of the bus including adequate horsepower and torque. Engine bid must meet all current air quality and noise abatement requirements in effect at the time of manufacture for the Federal government, State of Arizona and Maricopa County Arizona. All diesel engines proposed must be capable of running on Bio-diesel fuels, a 20% blend of soy products and 80% diesel fuel. ✓

X

X

**Only Original Equipment Manufacture (OEM) units will be accepted.**

X

Engine shall be furnished with replaceable, large capacity full flow oil filter of the spin-on type easily accessible and replaced without removal of any major component. X

X

Air cleaners shall be dry-type, pleated paper element. ✓

X

Engine shall be furnished with an engine oil cooler. X

X

GVWR upgrade package shall be included. X

X

The engine compartment shall be insulated from the passenger compartment with fiberglass/foil blanket material or equivalent to minimize coach interior noise level, heat and fumes. Under no conditions is interior noise level to exceed 83 DBA. X

X

~~All radiator and heater hoses shall be silicone rubber with worm-drive clamps. For radiator only, Gates Blue Stripe acceptable option.~~ ADDENDUM 1

X

Exhaust pipe to extend to the rear bumper. X

X

**For Alternate Bid Only**

LPG type engine, OEM if available. If propane, the LPG computer shall be synchronized to operate at the same timing degrees as established by the engine manufacturer for which the engine was certified.

NOT AVAILABLE

Request for approved equal.

Section 5.3.3 - Chassis - Engine Cooling

Requirements:

YES NO

Radiator shall be OEM heavy duty with a surge or overflow tank.

Cooling system shall provide adequate engine cooling at 120 ambient temperature with the air conditioner operating. Vehicle shall be delivered with permanent ethylene glycol anti-freeze with protection to -20°F. ✓

X

If inside hood (doghouse) is used it must be insulated and have a tight seal when it is in the closed position. All fluid checks must be from the exterior hood.

X

Engine compartment must provide sufficient fresh airflow if a propane fuel system is used.

X

Section 5.3.4 - Chassis - Suspension

Requirements:

The vehicle shall have a suspension system that compensates for the additional weight and distribution of the LPG tanks if used. This includes front and rear heavy-duty double acting shock absorbers of sufficient capacity to stabilize a maximum load while providing a comfortable ride.

X

Section 5.3.5 - Chassis - Steering

Requirements:

Factory installed power steering O.E.M., constructed as to be free of road shock and vibration. Steering wheel shall be tilt, factory O.E.M., no less than fifteen inches (15") in diameter and constructed of plastic or synthetic resin molded over metal. ✓

X

All steering linkage wear points, including the rod ends, shall be fitted with lubrication fittings. ✓

X

Stabilizer - shall have stabilizer bars for all wheel assemblies (front and rear) if the springs are less than 60 inches apart. ✓

X

Request for approved equal.

Section 5.3.6 - Chassis - Tires

Requirements:

Vehicles shall be equipped with major brand tires. ✓

YES NO

X \_\_\_\_\_

Each vehicle shall be supplied with a new spare tire, mounted on a rim, of the same size used on supplied vehicle. X

X \_\_\_\_\_

Tires shall be minimum E-rated with 4-ply steel-belted tread and 1-ply steel-belted sidewall rated at 10-ply.

X \_\_\_\_\_

Section 5.3.7 - Chassis - Wheels

Requirements:

Vehicles shall be equipped with one piece ventilated pressed steel wheels, 16.0 inches minimum diameter and 6.0 inches minimum width, single front, dual on rear. All wheels and tires shall be interchangeable.

X \_\_\_\_\_

Each vehicle shall be equipped with a new spare wheel and mounted tire of the same size used on the supplied vehicle. X

X \_\_\_\_\_

Heavy-duty wheel bearings shall be required. \

X \_\_\_\_\_

Shall be GVWR approved steel rims. \

X \_\_\_\_\_

Wheels are to be white, polished aluminum, chrome or chrome hub capped X

X \_\_\_\_\_

Request for approved equal.

Section 5.3.8 - Chassis - Transmission

Requirements:

YES NO

Transmission shall be heavy duty, fully automatic, power shift and hydraulic drive type. \

X \_\_\_\_\_

Transmission shall be four-speed and equipped with an auxiliary cooler mounted to receive direct airflow to maintain safe operating temperatures at required loads. Auxiliary coolers shall be installed in an area not exposed to bump damage. ✓

X \_\_\_\_\_

A drive line retainer strap shall be provided to prevent the front of the shaft from falling to the ground if it were to break at the front universal joint. ✓

X \_\_\_\_\_

Transmission shall be protected in a manner to prevent damage from road hazards. ✓

X \_\_\_\_\_

Section 5.3.9 - Chassis – Bike Rack

Bicycle rack to be mounted on the front of the bus with the ability to hold and transport (2) bicycles at the same time. The bicycle rack shall not obscure the drivers vision or effect the buses headlights while driving at night. The bicycle rack must be able to secure the bicycles so that they do not come out of the bicycle racks while the bus is in motion. Preferred Bicycle Rack: Sportsworks DL2 Black. All others shall require prior approval. ✓

X \_\_\_\_\_

Request for approved equal.

## 5.4 - ELECTRICAL

### Section 5.4.1 - Electrical - Alternator

#### REQUIREMENTS:

YES NO

*Qx5200*  
A single Penn-Tex PX6 alternator shall be installed. The alternator must have the ability to support two air conditioning systems, lighting and wheelchair lift while the engine is idling. Remote automatic idler system, Penn-Tex High Idler or equal shall be included with the engine. *X Dual 110*

X \_\_\_\_\_

\*If an external voltage regulator is utilized on alternator bid, the regulator must be located in the bus preferably under the dash in an air circulated environment.

X \_\_\_\_\_

### Section 5.4.2 - Electrical - Back-up Alarms

#### Requirements:

The vehicle shall be equipped with two back-up alarms:

X \_\_\_\_\_

1. A horn shall be mounted at the rear of the vehicle that shall emit an automatically adjusted sound level of 82 through 107 decibels while the vehicle is in reverse gear. The system specified is an ECCO Smart Alarm Model 907. *X*
2. There shall be a back-up alarm system that provides information for the driver that indicates the distance between the rear of the bumper and an object in the vehicle's path while backing up, such as the SAFT-BAC system or approved equal. *X*

X \_\_\_\_\_

X \_\_\_\_\_

Request for approved equal.

Section 5.4.3 - Electrical - Batteries

Requirements:

YES NO

Electrical system shall consist of deep discharge cycle 220 amp, 85 amp-hour batteries with an 880 cold crank output battery. ✓

X \_\_\_\_\_

The lift system shall consist of an auxiliary deep discharge cycle 220 amp, 85 amp-hour with an 880 cold crank amp output battery. The system shall be isolated from the main power with a BMC-70 amp protector No. 3 or approved equal. ✓

X \_\_\_\_\_

Batteries shall be secured in a compartment on a roll out type tray for easy inspection of the batteries. The tray shall have a device to secure the batteries while the vehicle is in motion. The compartment shall have a door that can be easily opened and closed from the outside of the vehicle. The door is not to be part of the securement system for the batteries. ✓

X \_\_\_\_\_

A master cutoff switch (marine switch) shall be mounted inside the bus in the driver entrance stepwell just below the driver's seat for emergency use. Cutoff switch shall totally isolate the batteries from the entire electrical and fuel system. X

X \_\_\_\_\_

↓ Body only

Request for approved equal.

Section 5.4.4 - Electrical - General

Requirements:

YES NO

The vehicle shall be equipped with a twelve (12) volt electrical system.

All components are to be selected and integrated to function in an environment characterized by low engine (alternator) speeds and high amperage draws due to lights, wheelchair lift, flasher, air conditioning or heater and other accessories in constant operation. X

X

All general wiring shall be of vinyl or combined with fabric insulation. X  
Wiring shall be numbered every six (6) inches and colored-coded by function. Vendor shall furnish diagram showing coding.

X

The wiring shall be of appropriate gauge enabling the system sufficient power flow, assuring preventative measures against voltage loss. X

X

The main wiring shall be loom covered, located within the interbody, providing a metal shield or tubular covering maintaining color coordination in the top most area of the internal window headers or inside the vehicle.

X

All circuits shall have <sup>Automatic</sup> ~~manual~~ circuit breakers. All in-service breaker switches shall be located so that they are easily accessible and in a single block or at a maximum of two blocks, one for the body circuits and one for all chassis circuits. X

X Per Addendum

All harnesses shall be of machine stock. All holes, through which wiring passes, shall be drilled and fully grommetted. The use of split or sliced hoses as grommets are not acceptable. All wiring will be protected from raw metal, sharp edges and shielded where excessive heat is evident. X

X

Wire ties shall be located as such to eliminate excessive movement or binding. X

X

Request for approved equal.

Section 5.4.5 - Electrical - Horn

Requirements:

YES NO

Heavy-duty 12-volt dual electric horns shall be provided. ~~X~~

X \_\_\_\_\_

Section 5.4.6 - Electrical - Instrument Panel

Requirements:

All instruments and gauges shall be non-glare-illuminated type, mounted for easy maintenance and repair, and clearly visible to the seated driver. Indicator lights in lieu of gauges are not permissible. Instruments and gauges shall consist of the following minimum requirements: ~~Radio~~  
speedometer with odometer, engine hour-meter, digital clock, fuel gauge, oil pressure gauge, water temperature gauge, voltmeter, volt monitor, or ammeter. Speedometer shall be calibrated in relation to axle ratio and tire size to give accurate readings.

X \_\_\_\_\_

Request for approved equal.

Section 5.4.7 - Electrical - Lighting/Exterior

Requirements:

YES NO

All exterior lights shall conform to the provisions of the Arizona Motor Vehicle Code, Federal Motor Vehicle Safety Standards, Arizona Motor Carrier Safety Regulations, and Americans with Disabilities Act. ~~X~~

X \_\_\_\_\_

Headlights shall be sealed beam type halogen with high and low beam controlled from a foot switch on floor that is sealed and protected from moisture or a lever in conjunction with the turning signal. Sealed beam units shall have a low beam life rating of 600 hours minimum. ~~X~~

X \_\_\_\_\_

Front and rear directional signals shall be operated by lever on left side of steering column and be provided with an override switch to permit continuous flashing of all directional signals. ~~X~~

X \_\_\_\_\_

In addition to directional signals, rear lamps shall consist of red combination stop/tail lights. Rear directional signals shall be amber in color. ~~X~~

X \_\_\_\_\_

Reflectors on each side of vehicle shall be provided. ~~AA~~ \

X \_\_\_\_\_

A rear license plate light shall be provided in license plate well. ~~X~~

X \_\_\_\_\_

Two backup lights shall be provided. ~~X~~

X \_\_\_\_\_

Entries/doorways shall meet ADA lighting requirements. \

X \_\_\_\_\_

Side directionals on front sides of bus shall be outboard mounted to warn drivers of right and left turns. ✓

X \_\_\_\_\_

~~Buses shall be equipped with a deceleration alert system. The system shall be Safety Development System, Model DAS-6200APS or approved equal.~~ ✓

Each unit will consist of three (3) LED red lights; flush mounted at rear of bus, located at the highest point possible centered between left and right sides of the bus, preferably above the rear emergency exit door. Lights to work in conjunction with brake lights and 4-way flashers. ~~5" DIAMETER~~ ADDENDUM

X \_\_\_\_\_

All "Directional/Emergency" exterior lighting is to be LED. ✓

X \_\_\_\_\_

Request for approved equal.

Section 5.4.7 - Electrical - Lighting/Exterior (Continued)

Section 5.4.8 - Electrical - Lighting/Interior

Requirements:

Interior dome lamps shall adequately illuminate the passenger area for reading. Additional lamps shall be installed to adequately illuminate the wheelchair lift area, stepwell and storage area, both inside and outside. Stepwell light shall be automatically on when door is open. All lighting connectors shall be quick disconnecting type. Lighting components shall be located and constructed to prevent the entrance of water, ~~X~~ contaminants and insects. Flush mounted lighting preferred.

      X                 

Section 5.4.9 - Electrical - Radio

Requirements:

At a minimum, O.E.M standard AM/FM radio with speakers shall be ~~X~~ provided with the vehicle.

      X                 

Request for approved equal.

Section 5.4.10 - Radio Pre-Wiring

Requirements:

YES NO

A ground plate for a minimum of two (2) radio antennas must be installed in the middle of the roof and located towards the front of the bus.

The ground plate must be pre-wired for two (2) separate antennas.

The wiring must extend from this ground plate down past the center of the dash with a minimum excess of three (3) extra feet. The ground plate is to have two (2) Motorola MNO type mounts attached. Mounts must be accessible for antennas to be installed on.

ABS to ground

X

Section 5.4.11 - Electrical - Windshield Wipers

Requirements:

Shall be equipped with two electric motor driven wipers, two-speed or variable speed. A vacuum or electric-operated windshield washer shall be furnished. The washer shall have a minimum reservoir capacity of two quarts of water and the spray tips shall direct a stream of water into the path of travel of each windshield wiper blade each time the actuating button is operated.

X

Request for approved equal.

## 5.5 – AIR CONDITIONING AND HEATING

### Section 5.5.1 – Air Conditioning General

Requirements:

YES NO

The Phoenix metropolitan climatological conditions require the following cooling system conditions:

An average per passenger compartment temperature of between 65°F and 85°F, with a relative humidity of 50 percent or less. The system shall maintain these conditions in ambient temperatures of 20°F to 115°F with ambient humidities of 50 to 35 percent while the bus is running on the design operating profile with a full load of passengers. In ambient temperatures of 95°F to 115°F with relative humidity lower than 35 percent, the system shall maintain a temperature gradient of 80°F while the coach is running on the design operating profile with a full load of passengers.

X \_\_\_\_\_

Contractor shall provide third party certified test results for the requirements:

*OR MP4 CERTIFIED TEST RESULTS*

Engine speed shall be limited to 1,500 RPM for this test.

*ADDITION*

X \_\_\_\_\_

At bus idle RPM the air conditioning system shall lower the temperature from 110°F to 75°F in a 20 minute period.

X \_\_\_\_\_

Reading shall be made at a minimum of 4 sites at 36 inches above the floor level and 1 reading at head level in the operator's area.

X \_\_\_\_\_

The sites shall be as follows:

1. Operator's area;
2. At curb side in first seat behind driver;
3. At road side seat in the middle of the bus, and
4. In aisle at the rear seat.

X \_\_\_\_\_

Temperatures shall not vary by more than 5 percent.

X \_\_\_\_\_

Request for approved equal.

Section 5.5.1 - Air Conditioning General (continued)

Requirements:

YES NO

System shall use 134-A refrigerant.

X \_\_\_\_\_

System shall have an evaporator at the front and rear of the bus.

X \_\_\_\_\_

Condenser as a minimum shall be located and/or dispense the hot air at an angle that prevents re-circulation of that air. Inlet air vent for the condenser shall be located to prevent the inlet air temperature to be greater than 20°F above ambient temperature.

X \_\_\_\_\_

The Contractor must certify that the wiring for the air conditioning circuits is adequate to withstand the transient loads expected. These circuits shall be protected with automatic circuit breakers or thermal relays.

X \_\_\_\_\_

A Carrier 553 Max with dual compressors, CM3 condenser and EMI evaporator ~~is preferred~~ <sup>preferred</sup>. All other systems shall require approval by the city. ✓

X \_\_\_\_\_

Section 5.5.2 - Air Conditioning/Driver's Area

Requirements:

Air conditioning in driver's area shall be a separate evaporator or the OEM AC evaporator if utilized and shall supply a minimum of 500 cfm of air specifically for the driver's area via an adjustable vents. A driver-controlled switch shall, as a minimum, turn the blower OFF, LOW, and HIGH and shall have an adjustable thermostat. ✓

X \_\_\_\_\_

Request for approved equal.

Section 5.5.3 – Heating System

REQUIREMENTS:

YES NO

All ~~radiator~~ and heater hoses shall be silicone rubber. *Approved OEM Radiator Acceptable*  
~~Gates blue stripe hose~~  
~~are acceptable for radiator hoses (not for heater hoses).~~

X

The heating system shall have at least two unit type heaters, one located in the driver's area and one in the passenger area. Heaters shall be designed to maintain an even and comfortable heat distribution throughout the vehicle. ✓  
 Front heater shall be equipped with individual duct and control of heater.

X

Heaters shall be individually controlled by a minimum of a three position ✓  
 switch: low, high and off.

X

Heater system to include a manual water shut-off valve to stop the flow of ✓  
 water through the heater cores when AC is utilized through the summer months.

X

All heater switches shall be located in the driver's compartment. Heater lines inside vehicle leading to the rear heater shall be of metal tubing covered with a protective shield, and shall run the shortest distance possible to prevent passenger injury.

*Silicone floor*

X

Heater shall maintain 60°F at knee level throughout the interior of ✓  
 bus when outside temperature is 0°F.

X

Heaters must be rated at 35,000 to 40,000 BTU output. ✓

X

Request for approved equal.

## 5.6 -FUEL SYSTEM

### Section 5.6.1 - Fuel Capacity

Requirements:

YES NO

Fuel capacity shall allow for a minimum 250-mile range in stop and go transit service or twelve hours of continuous operation per day in 20°F to 115°F ambient temperatures utilizing the AC system. It shall be the sole responsibility of the successful bidder to provide sufficient fuel capacity to meet the specified mileage and hours of service time. In the event this criteria is not met during the first year of operation it shall be the responsibility of the primary vendor to correct the deficiencies at their own expense. ✓

X

Engine mounted fuel filter shall be included with replaceable type elements.

X

### Section 5.6.2 - Fuel - Diesel

#### **Alternate Bid Only**

### Section 5.6.3 - Fuel - Propane

Requirements:

\* Not Available  
OEM

LPG system must comply with NFPA58 and LPG hoses to CR-170, Type III.

A manually operated, quarter-turn, shutoff valve to isolate individual tanks from the fuel system shall be installed on each tank. All valves shall be readily accessible, and clearly marked "MANUAL FUEL TANK SHUTOFF VALVE".

\*

There shall also be a main fuel shutoff valve located next to the electric master cutoff switch. Both shutoff valves are to be designated as "FUEL" and "ELECTRIC" and clearly marked "ON/OFF". Valves are to be quarter turn type shutoff valves and are to be located below the driver's seat inside the stepwell.

\*

The system shall be engineered to automatically prevent the flow of fuel to the engine when the engine is not running, even if the ignition is in an "on" position.

\*

If tanks are mounted with 12 inches or less clearance from ground, caster wheels are required to provide LPG tank protection.

\*

Request for approved equal.

Section 5.6.2 – Fuel – Propane (Continued)

Requirements:

YES NO

A back flow check valve shall be installed to prevent the return of gas from the cylinder to the filling connection.

N/A

The propane in the fuel tanks shall register on the vehicle's OEM gauge.

N/A

Fueling connection shall be located in the standard fuel door. The connector shall be designed to prevent any leakage when it is engaged or separated and shall not allow for any improper engagement. The system shall be designed to prevent entry of dust, water, and other foreign material. The connector shall be capable of being depressurized before removal. Each coach shall have a decal located at the fueling connection that includes the following:

N/A

**1. LPG Fuel Only**

**2. Total Fuel Capacity**

N/A

The LPG computer shall automatically compensate for varying ambient air and fuel temperatures.

N/A

Option: Installation shall comply with NFPA – 52 fire protection standards.

Each LPG coach shall be clearly identified as LPG powered coaches by a minimum 6" decal on back of the bus.

N/A

Request for approved equal.

## 5.7 – WHEELCHAIR SYSTEM

### Section 5.7.1 - Lift

#### Requirements:

YES NO

The lift shall be a fully automatic lift with a minimum capacity of 700 pounds. ✓  
An override system shall be provided to allow for manual operation. All lifts shall be constructed and installed in a manner that, with proper maintenance, will not cause a noise hazard in the passenger compartment

X \_\_\_\_\_

Working parts, such as cables, pulleys, and shafts, which can be expected to wear, and upon which the lift depends for support of the load, shall have a safety factor of six (6) based on the ultimate design profile of the system. Non-working parts, such as platform, frame and attachment hardware, which would not be expected to wear, shall have a safety factor of at least three (3), based on the ultimate design profile of the system.

X \_\_\_\_\_

The lift platform shall have a minimum width of 32 inches and a minimum length of 51 inches.

X \_\_\_\_\_

The lift shall be mounted on the right side of the vehicle behind the passenger entrance door and in front of the rear wheels for curbside access.

Wheelchair area shall be located directly across from the wheelchair lift area.

X \_\_\_\_\_

The lift shall have a handrail to assist passengers and attendants to keep their balance when the lift is being used.

X \_\_\_\_\_

The lift-operating controls shall be located at the lift so that they can be operated from inside or outside the vehicle or while on the lift.

X \_\_\_\_\_

The top of the entrance above the lift platform in its up position shall be a minimum 68 inches. Crossbars shall be above door opening and padded to permit easy entry of standing passengers who use the lift.

X \_\_\_\_\_

A positive locking device shall be used to hold the door in an open position.

X \_\_\_\_\_

The lift shall incorporate an interlock system or the vehicle shall be equipped with a system designed to prevent any movements of the vehicle while the lift is extended or being operated.

X \_\_\_\_\_

Request for approved equal.

Section 5.7.1 - Lift (Continued)

Requirements:	YES	NO
A brake interlock switch shall be incorporated to engage the brakes before the lift can be moved from its stowed position, and the brake lock shall stay on until the lift is in the fully stowed position.	<u>X</u>	<u>      </u>
The lift shall be energized by a switch near the driver position operated by the ignition key.	<u>X</u>	<u>      </u>
The lift shall not move up or down unless it is fully out and the safety flap (barrier) is locked in the up position to prevent a wheelchair from rolling off.	<u>X</u>	<u>      </u>
The lift door shall not close unless the lift is fully stowed.	<u>X</u>	<u>      </u>
A hydraulic assisted lift back-up system shall be provided.	<u>X</u>	<u>      </u>
The lift shall deploy to all levels (ground, curb and intermediate positions).	<u>X</u>	<u>      </u>
All controls shall be of a manual contact type. Continuous pressure required for operation.	<u>X</u>	<u>      </u>
Emergency method of deploying, lowering to ground level with a lift occupant, and raising/stowing shall be provided if power to the lift fails.	<u>X</u>	<u>      </u>
Travel limit switches shall be provided to automatically stop the lift: when it is in the up position level with the bus floor, when it is in it's stow position and when it reaches the normal road surface level.	<u>X</u>	<u>      </u>
The lift shall be hinged as to allow the platform to swivel upward when the front edge comes into contact with an object.	<u>X</u>	<u>      </u>
When the system is stowed no components of the lift shall protrude into the passenger area.	<u>X</u>	<u>      </u>
The platform safety plate is to fall out away from the vehicle.	<u>X</u>	<u>      </u>
The lift color shall blend with vehicle interior color.	<u>X</u>	<u>      </u>
Each side of the lift platform, which extends beyond the vehicle in its raised position, shall have a barrier, a minimum of 1 1/2 inches high.	<u>X</u>	<u>      </u>

Request for approved equal.

Section 5.7.1 - Lift (Continued)

Requirements:

Platform surface shall be covered with a slip resistant, non-skid material.

YES NO

X \_\_\_\_\_

Lift entry shall be sufficiently illuminated and as a minimum meet ADA requirements.

X \_\_\_\_\_

The controls shall allow reversal of the lift operation sequence without allowing the platform to fold or retract into the stowed position.

X \_\_\_\_\_

Bordering edge of lift platform shall have a border of color running the full width of the step or edge which contrasts from the lift surface, either light on dark or dark on light.

X \_\_\_\_\_

The lift controller cable shall be equipped with a coiled type cord.

X \_\_\_\_\_

Preferred Wheelchair Lift:

Ricon S-Series platform, width 32", length 51"

All others shall require prior approval.

X \_\_\_\_\_

Request for approved equal.

Section 5.7.2 - Securements

Requirements:

YES NO

Accommodations shall be provided in each vehicle for two (2) forward-facing wheelchair passengers including a complete tie-down and securement system for each wheelchair location.

X

Wheelchair securement area shall be located against the bus wall, directly opposite the wheelchair lift.

X

Each wheelchair position shall have a clear floor space a minimum width of 36" x 54" in length.

X

Wheelchair restraint pockets shall not exceed 40", measured from the driver's wall towards the aisleway

X

Each wheelchair securements shall be a four-point tie-down retractable Q-Straint system, model Q-8100-A1 with Q-86500-P or equivalent. Pockets shall be flush mounted with floor. Anchorages shall meet requirements for the Federal Motor Vehicle Safety Standards No. 210 and applicable Arizona State laws. Q-straint is being requested to provide continuity with existing fleet.

*pockets track?*

X

A storage area for the tie-down straps shall be located for easy access. The storage configuration shall allow for the straps to be hung for easy accessibility near the wheelchair area.

*bags*

X

\*Option: If feasible in the floor plan, please provide an optional cost for the Advanced Restraint Module (ARM) securement system from American Seating or Sure Lok

*N/A*

X

Request for approved equal.



**Solicitation Addendum One (1)**  
**IFB 04-15**  
**Paratransit Buses**

CITY OF GLENDALE  
Materials Management  
6829 North 58th Drive, Suite 202  
Glendale, Arizona 85301-2599

**5.8 – WARRANTY (Revised 5/04/04)**

**SECTION 5.8.1 – COMPONENT WORKSHEET FOR ALL BUSES UNDER 25'**

Years and miles listed below are Minimums. Bidder to list warranty offered. (All warranties exclude normal wear items i.e. brake linings)

Bidder, Company Name: ARIZONA BUS SALES CORPORATION

<b>Minimum Warranty</b>	<b>Years or Miles</b>		<b>Yes No</b>		<b>BIDDER PROPOSED WARRANTY</b>		
					<b>Years or Miles</b>	<b>Parts</b>	<b>Labor</b>
Unconditional	<u>1</u>	<u>36,000</u>	<u>X</u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>
Coach Body	<u>5</u>	<u>100,000</u>	<u>X</u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>
Diesel Engine	<u>5</u>	<u>100,000</u>	<u>X</u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>
Chassis	<u>3</u>	<u>36,000</u>	<u>X</u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>
W/C Tie-Downs	<u>5</u>	<u>N/A</u>	<u>X</u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>
Drive train less engine	<u>3</u>	<u>36,000</u>	<u>X</u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>
Fuel System	<u>3</u>	<u>36,000</u>	<u>X</u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>
Brake System	<u>3</u>	<u>36,000</u>	<u>X</u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>
Destination Signs	<u>1</u>	<u>36,000</u>	<u>X</u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>
A/C System, Parts only	<u>2</u>	<u>Unlimited</u>	<u>X</u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>
A/C Compressor OEM	<u>3</u>	<u>36,000</u>	<u>X</u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>
A/C Compressor After Mkt	<u>2</u>	<u>Unlimited</u>	<u>X</u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>
W/C Lift & Ramp System	<u>3</u>	<u>Prorated</u>	<u>X</u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>
Starter	<u>3</u>	<u>36,000</u>	<u>X</u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>
Alternator	<u>1.5</u>	<u>75,000</u>	<u>X</u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>
Driver & Passenger Seats	<u>3</u>	<u>100,000</u>	<u>X</u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>

- 5.82 Information - Successful bidder must furnish all warranty information in writing including name of warranty provider, local contact name, address and phone number. X
- 5.83 Keys - One key to fit all after market locks on body including lift doors, rear door, battery box and any other locks on body with the exception of the driver's door. X
- 5.84 A minimum of three (3) sets of keys are to be proved for each bus. ✓ X

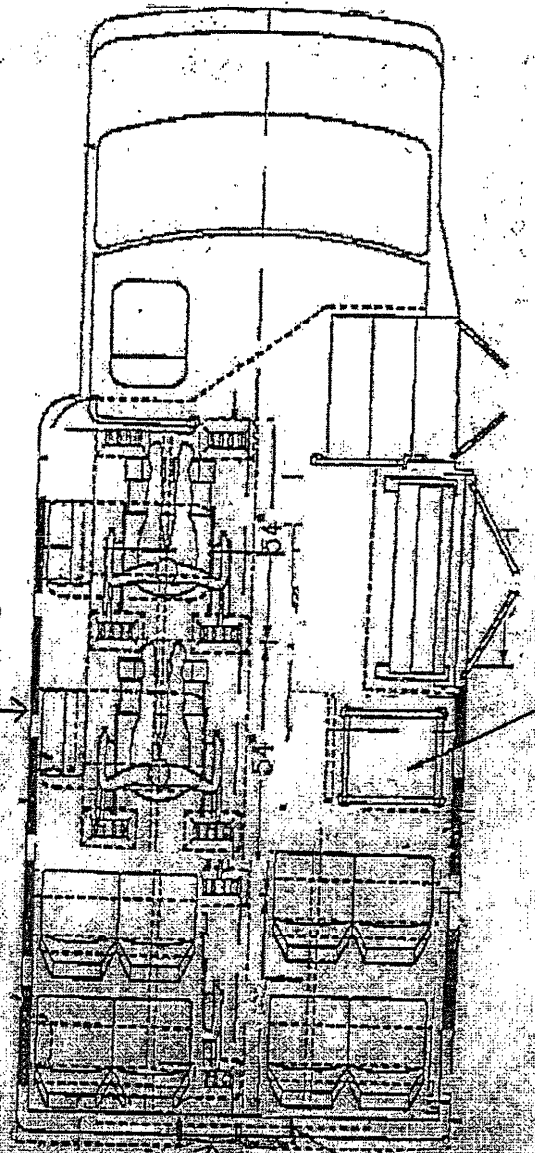
## 5.9 GLENDALE TRANSIT FLOOR PLAN FOR THE 12 PASSENGER BUSES

Glendale Transit floor plan for the 12 passenger buses

Raise floor

(2) 34" FOLD-A-WAY SEATS

Rear emergency door, folds down  
in the top & bottom



## 6 - EXCEPTIONS FOR 33 PASSENGER BUS

### 6.1 - Body

Requirements:

YES NO

33 Seated passenger/27 seated passenger with two (2) wheelchairs.

Length, overall bumpers	Not to exceed 35' maximum	<u>X</u>	<u>      </u>
Width, overall body	Not to exceed 96" maximum	<u>X</u>	<u>      </u>
Wheelbase	Not to exceed 222" maximum	<u>X</u>	<u>      </u>
Step riser	Not to exceed 9" maximum	<u>X</u>	<u>      </u>
Width, door (clear)	34" minimum	<u>X</u>	<u>      </u>
Height, door (clear)	94" minimum	<u>X</u>	<u>      </u>
Turning radius	38' maximum	<u>X</u>	<u>      </u>

GVWR not to exceed 29,000 lbs

X       

Preferred chassis – Freightliner MB55

X       

#### Section 6.1.1 - Emergency Exit

Requirements:

A rear window may be used in the rear of the bus as an emergency exit rather than a rear emergency door

X       

#### Section 6.1.2 – Regular Floor

Option:

Please provide price option for flat floor.

Not Available

Request for approved equal.

Section 6.1.3 -- Body Design

Requirements:

YES NO

The bus shall have a clean, smooth, sleek, compact design, correctly proportioned and properly balanced. The exterior and body features, including grilles and louvers, shall be shaped to allow complete and easy cleaning by automatic bus washers without snagging washer brushes. Water and dirt shall not be retained in or on any body feature to freeze or bleed out onto the bus after leaving the washer. Body and windows shall be sealed to prevent leaking of air, dust, or cleaning in automatic bus washers for the service life of the bus. Accumulation of spray and splash on any window of the bus, generated by the bus' wheels on a wet road, shall be minimized.

X \_\_\_\_\_

Section 6.1.4 -- Body Materials

Requirements:

Exterior body skin materials shall be fabricated out o aluminum, and/or reinforced fiberglass to reduce maintenance, extend durability, and provide consistency of appearance throughout the life of the bus. Detailing shall be kept simple; add-on devices and trim shall be minimized, and, where necessary, integrated into the basic design. The City desires commercial transit bus in design and appearance.

X \_\_\_\_\_

Section 6.1.5 -- Finish and Color

Requirements

The bidder shall, as a minimum, provide a low VOC coating system that meets the following minimum requirements.

Primer - Corrosion resistant primer that is compatible with the basecoat/clearcoat system.

X \_\_\_\_\_

Request for approved equal.

Section 6.1.5 – Finish and Color (Continued)

Requirements

YES NO

Basecoat/Clearcoat System – Two part system basecoat/clearcoat low VOC, air dry, stain resistant polyurethane enamel that is ultraviolet light resistant. The system shall have hardness, abrasion resistance, gloss retention, flexibility, chip resistance, and good adhesion characteristics. The coating shall exhibit resistance to humidity, corrosive atmospheres, mineral and organic acids, alkalis, solvents, detergents and typical vehicle fuels, lubricants and hydraulic fluids. The clearcoat shall contain an anti-graffiti agent and withstand repeated cleaning and be resistant to penetration and staining by paints and markers commonly used for graffiti and permit graffiti to be easily removed with the appropriate cleaning agents.

X \_\_\_\_\_

The vehicle shall be painted to be compatible with PPG 2185 White. Matching White Gelcoat on the coach will be acceptable.

X \_\_\_\_\_

All exterior surfaces shall be smooth and free as possible of visible fasteners, wrinkles and dents. Exterior surfaces to be painted shall be properly cleaned and primed, as appropriate for the paint used, prior to application to paint to assume a proper bond between the base surface and successive coats of original paints or the service life of the bus.

X \_\_\_\_\_

Paint shall be applied smoothly and evenly with the finished surface free as possible of dirt, runs, orange peel, and other imperfections. All exterior finished surfaces shall be impervious to diesel fuel, gasoline, and commercial by controlled applications of commonly used graffiti removing chemicals. ~~The overall paint scheme will be as provided by THE CITY.~~

X \_\_\_\_\_

Request for approved equal

## 6.1.6 - BODY SPECIFICATIONS

### Requirements:

YES NO

Section 6.1.6- Body Frame Structure - Bus body shall is to be structurally fabricated using 1010/1020 low carbon steel rectangular tubing. The body frame structure as integrated shall meet or exceed the rollover requirements of FMVSS 220.

X

Section 6.1.7 Underframe - Shall be reinforced rectangular steel tubing. The floor structural members shall be a minimum of 3.5" x 1.5" x .25" tubular steel to properly support the plywood subfloor and integrate the sidewalls.

*Example - C-Channel*

X

Section 6.1.8 Sidewall Structure - Shall be so designed and constructed as to carry the loads and stresses imposed and absorb excessive road shocks. The sidewall structural members shall be a minimum of 2" x 1.5" x .083" tubular steel. Side doors and window openings shall be reinforced with gussets to transfer stresses imposed around these openings.

X

Section 6.1.9 Roof - Shall be so designed to withstand rollover structure stresses. The roof structural members shall be a minimum of 2.5" x 1.5" x .083" tubular steel on a maximum of 24" centers.

X

Section 6.1.10 Exterior Body Structure - The exterior of the body structure is to be thoroughly cleaned and prime treated with high solid enamel primer sealer. The interior of all tubular and hat section structural members of the floor, wall and roof shall be completely coated with Ziebart Type A rustproofing. All of the metal treatments as listed above shall be completed prior to the application of interior/exterior skins and the front and rear caps.

*Example  
Painted Galvanized*

X

Request for approved equal

## 6.2 – CHASSIS SPECIFICATIONS

Requirements:	YES	NO
Section 6.2.1 - General		
Buses are to utilize a rugged forward control rail bus chassis. This chassis is to be a front engine design and shall include the following minimum components and systems.	<u>X</u>	<u>      </u>
Section 6.2.2 - Chassis Frame Assembly		
The chassis frame assembly shall be fabricated using high yield strength formed steel rails with liners and reinforced gusseted-formed steel crossmembers at all load-bearing locations.	<u>X</u>	<u>      </u>
Frame rails shall be a minimum of 9.125" x 2.81" x .3125" thick, formed steel channel with a 50,000 PSI yield strength.	<u>X</u>	<u>      </u>
Section 6.2.3 - Crossmembers - Shall be .3125" thick, 50,000 PSI yield strength formed steel hat sections and channels of various sizes fastened to the main rails with hot rivet fasteners.	<u>X</u>	<u>      </u>
Section 6.2.4 - Inside Hood - Inside hood release not mandatory.	<u>X</u>	<u>      </u>
Section 6.2.5 - Passenger Signal - Have passenger signal pull cord with stop request light and bell. Incorporate pull cord below window in wheelchair area.	<u>X</u>	<u>      </u>
Section 6.2.6 - Tow hooks - On both front and rear front tow hooks must be able to lift and tow vehicle. Rear tow hooks, at a minimum, must be able to flat tow the vehicle.	<u>X</u>	<u>      </u>
Section 6.2.7 - The front and rear bumpers shall be reinforced Romeo Rim, HELP's energy absorbing type. This 5-MPH impact bumper shall be black in color, and must be of an anti-ride type in the rear. Bumpers shall be attached to the chassis frame with a minimum of Grade 8 bolts.	<u>X</u>	<u>      </u>
Section 6.2.8 - Bicycle rack to be mounted on the front of the bus with the ability to hold and transport (3) bicycles at the same time. The bicycle rack shall not obscure the drivers vision or effect the buses headlights while driving at night. The bicycle rack must be able to secure the bicycles so that they do not come out of the bicycle racks while the bus is in motion. Preferred Bicycle Rack: SportworksDL3 Black. All others shall require prior approval.	<u>X</u>	<u>      </u>

Request for approved equal.

### 6.3 LIGHTING

#### Requirements:

YES NO

Section 6.3.1 Must provide lighting for rear license plate. Area may be flat surface.

X \_\_\_\_\_

Section 6.3.2 Transfer Light. The light shall be a round, white type strobe light, located in the front, centered on top of the bus roof. A transfer light shall be bright enough that when used, including during day light hours, shall have the ability to indicate to other fixed route buses that someone on board would like to transfer onto another bus. A button or toggle switch shall be located near the driver so that the driver may turn on and off the light with the easiest ability. There shall be some type of indication such as a button light, that lights up, located within the driver's vision, indicating the Transfer light is on.

X \_\_\_\_\_

### 6.4 PUBLIC ADDRESS SYSTEM

Section 6.4.1 Interior Public Address system to have a bendable microphone mounted left of the driver's seat in easy reach for the driver to use. PA system when used will cut out and override the AM/FM CD radio system.

X \_\_\_\_\_

### 6.5- BLINDS

Section 6.5.1 - Provide Nu-View blinds or equal.

X \_\_\_\_\_

### 6.6 - AIR CONDITIONING & HEATING

Section 6.6.1 Thermo King S-45 Rooftop or approved equal is required for Passenger area. Heaters for passenger area must be rated at a 65,000 BTU output.

X \_\_\_\_\_

### 6.7 - INSULATION

Section 6.7.1 - The complete sides, roof and rear cap shall be insulated with 1.5" sprayed-in urethane foam. The resulting insulation shall become a structural component of the bus body. This insulation shall have a minimum R-5 value. The foam shall be applied to the inner surface of the exterior panels. Insulation shall provide maximum thermo-barrier and sound absorption as available.

X \_\_\_\_\_

Request for approved equal.

## 6.7 - INSULATION (Continued)

Requirements:

YES NO

Section 6.7.2 Engine Firewall - The front engine firewall shall be fabricated of 11 gauge cold rolled steel panel to provide a fire resistant barrier. The interior surface of the firewall panel shall be covered with a 1/4" thick Barryfoil sound barrier mat. This mat is to have a non-skid black surface.

X \_\_\_\_\_

Section 6.8.3 - Engine Cover - The engine cover shall be lined with a one-inch (1") thick Barryfoil sound and thermo blanket. The engine side of the blanket is to be covered with a heat bonded Mylar foil, which provides a heat and sound reflective surface as well as a moisture barrier.

X \_\_\_\_\_

## 6.8 - INTERIOR BODY PANELS

Requirements:

YES NO

Section 6.8.1 - Interior Body Panels - The panels shall be from various types of materials providing a light gray color coordinated interior.

X \_\_\_\_\_

Section 6.8.2 Side walls - From the window line up, sidewalls shall be reinforced 1/10" thick laminated melamine panels installed sectional with double faced type and trim moldings without exposed fasteners.

X \_\_\_\_\_

Section 6.8.3 Side walls from the window line to the seat-mounting rail shall be finished with commercial grade, dark gray, Ozite carpet. X \_\_\_\_\_

Section 6.8.4 Rear wall shall be 1/10" thick laminated melamine installed with double-faced tape and trim molding without exposed panels.

X \_\_\_\_\_

Section 6.8.5 Coach Headliner - Shall be reinforced 1/10" thick laminated melamine panels installed sectional with double faced tape and trim moldings without exposed fasteners.

X \_\_\_\_\_

Request for approved equal.

**6.8 – INTERIOR BODY PANELS (CONT.)**

Requirements:

YES NO

Section 6.8.6 Driver's Seat - Shall be Recaro model Ergo-M with armrest. Fabric shall be gray in center and blue on outside or approved equal. Driver seat shall be equipped with a release type retractable lap and shoulder belt. Driver's seat shall have a mesh style map pocket holder.

X \_\_\_\_\_

Section 6.8.7 Passenger seats to be Freedman <sup>Anderson</sup> featherweight Citiseats.

X \_\_\_\_\_

Request for approved equal.

**6.9 - WARRANTY****Section 6.9.1 – Component Worksheet For All Buses Under 35'**

**Years and miles listed below are Minimums. Bidder to list warranty offered.**

**COMPONENT WARRANTY WORKSHEET**

Bidder, Company Name: \_\_\_\_\_

Minimum Warranty	Years or Miles		Yes	No	<i>Bidder Proposed Warranty</i>		
					Years or Miles	Parts	Labor
Unconditional	<u>1</u>	<u>24,000</u>	<u>X</u>	_____	_____	_____	_____
Coach Body	<u>5</u>	<u>100,000</u>	<u>X</u>	_____	_____	_____	_____
Diesel Engine	<u>2</u>	<u>Unlimited</u>	<u>X</u>	_____	_____	_____	_____
Chassis	<u>2</u>	<u>24,000</u>	<u>X</u>	_____	_____	_____	_____
W/C Tie-Downs	<u>5</u>	<u>N/A</u>	<u>X</u>	_____	_____	_____	_____
Drive train except engine	<u>3</u>	<u>36,000</u>	<u>X</u>	_____	_____	_____	_____
Fuel System	<u>2</u>	<u>24,000</u>	<u>X</u>	_____	_____	_____	_____
Brake System	<u>2</u>	<u>24,000</u>	<u>X</u>	_____	_____	_____	_____
Transmission	<u>2</u>	<u>24,000</u>	<u>X</u>	_____	_____	_____	_____
Destination Signs	<u>1</u>	<u>24,000</u>	<u>X</u>	_____	_____	_____	_____
A/C System	<u>2</u>	<u>Unlimited</u>	<u>X</u>	_____	_____	_____	_____
A/C Compressor	<u>1</u>	<u>Unlimited</u>	<u>X</u>	_____	_____	_____	_____
W/C Lift & Ramp System	<u>3</u>	<u>Prorated</u>	<u>X</u>	_____	_____	_____	_____
Starter	<u>2</u>	<u>24,000</u>	<u>X</u>	_____	_____	_____	_____
Alternator	<u>1.5</u>	<u>75,000</u>	<u>X</u>	_____	_____	_____	_____
Driver & Passenger Seats	<u>5</u>	<u>Unlimited</u>	<u>X</u>	_____	_____	_____	_____

Requirements:

YES NO

Section 6.9.3 Information - Successful bidder must furnish all warranty information in writing including name of warranty provider, local contact name, address and phone number.

X \_\_\_\_\_